



U.S. Department of Transportation
Federal Aviation Administration

A G R E E M E N T

between

**Laborer's International Union
of North America
(LIUNA)
Local 2097**

and

**Aviation System Standards
Flight Inspection
Maintenance Division
(AVN-300)**

located in

Oklahoma City, Oklahoma

and

Atlantic City, New Jersey

Effective September 11, 2000

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PREAMBLE

Pursuant to the finding of Congress in Chapter 71 of Title 5 of the U.S. Code that labor organizations and collective bargaining in the Civil Service are in the public interest, the following Articles constitute an agreement between the Aviation System Standards, Flight Inspection Maintenance Division (AVN-300), hereinafter referred to as the Employer, and the Laborer's International Union of North America (LIUNA), Local 2097, hereinafter referred to as the Union. The Employer and the Union will be collectively referred to as the Parties.

ARTICLE 1

RECOGNITION AND COVERAGE

SECTION 1. The Employer hereby recognizes the Union as the exclusive bargaining representative in the unit consisting of all nonprofessional employees of the AVN Flight Inspection Maintenance Division (AVN-300), located at the Mike Monroney Aeronautical Center in Oklahoma City, Oklahoma, and the Federal Aviation Administration (FAA) Line Station Maintenance Branch, located in Atlantic City, New Jersey. Other employees of the AVN Flight Inspection Maintenance Division (AVN-300), for whom the Union may be certified as the exclusive representative, shall be covered by this Agreement.

SECTION 2. Excluded from the unit defined in Section 1 of this Article are professional employees, confidential employees, management officials, supervisors, and employees engaged in Federal personnel work in other than a purely clerical capacity as described in Title 5, U.S. Code (USC) 7112(b)(2)(3)(4)(6) and (7).

ARTICLE 2

RIGHTS OF EMPLOYEES

SECTION 1. It is agreed that each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this Article, such right includes the right:

a. To act for a labor organization in the capacity of a representative and the right in that capacity, to present the view of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and,

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

SECTION 2. The Parties recognize the rights of employees described in Chapter 71, Title 5 USC, and this Article, and agree that no interference, restraint, coercion, or discrimination will be practiced to encourage or discourage membership in a labor organization. This Article does not authorize participation in the management of a labor organization or acting as a representative of a labor organization by a management official, a supervisor, or a confidential employee, except as specifically provided in Chapter 71, Title 5 USC, or by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 1. *Management Rights*

a. Subject to Subsection (b) of this Article, nothing in this agreement shall affect the authority of any management official of the FAA-

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) In accordance with applicable laws-

(a) To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in career level or pay, or take other disciplinary action against such employees;

(b) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(c) With respect to filling positions, to make selections for appointments from --

1 Among properly ranked and certified candidates for promotion; or

2 Any other appropriate source; and

(d) To take whatever actions may be necessary to carry out the agency's mission during emergencies.

b. Nothing in this Article shall preclude any agency and any labor organization from negotiating-

(1) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures which management officials of the agency will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION 2. The Employer agrees to conform to the spirit and intent of merit system principles, avoiding any preferential or derogatory treatment of individual employees based on non-merit factors and will not exercise management rights in an arbitrary and capricious manner.

ARTICLE 4

COMMUNICATION AND LABOR-MANAGEMENT COOPERATION

SECTION 1. Upon request of either party, the Union President and First Vice-President or designee(s) shall meet with the Manager and Assistant Manager of AVN-300, or designee(s), by arrangement and mutual agreement between the Parties. The President of Local 2097 will normally be the point of contact for communication. Either party will designate in writing to the other, within ten (10) working days, when there is a change in the name of the person who will serve as its point of contact for the scheduling of meetings to discuss matters of mutual interest.

a. It shall be the responsibility of the party requesting the meeting to identify, at the time of request, major items it wishes to discuss. Such contact may be made in writing or by telephone, whichever method is agreeable, and scheduled at convenient times and places agreed to by the parties.

b. Meetings between the Parties will be conducted during the basic tour of duty of AVN-300 management and Union representatives. The number of Union representatives who will be granted official time, if otherwise in a duty status, to participate in such meetings shall be up to the number of AVN Supervisors or Managers participating; but in no event shall such number be less than two.

SECTION 2. Meetings between Union representatives and management officials below Division level may be scheduled on an informal basis at agreed to times and places.

SECTION 3. The Employer will, upon request of the President of Local 2097 or a designee, furnish the Union with a current list of the names, position titles, career levels, and organizations, of bargaining unit employees in AVN-300. These requests may be made on a quarterly basis but no more than five times a year.

SECTION 4. The Employer and the Union recognize that local and national health, welfare, and emergency relief organizations depend upon voluntary contributions for successfully achieving their objectives. The Parties agree that employees should be encouraged to participate in authorized charity drives. However, in no case, shall the Employer or the Union coerce any employee to contribute unwillingly to any charity.

SECTION 5. The Employer will inform each unit employee that LIUNA Local 2097 is the exclusive representative. The Employer shall notify the union in writing of any new employees entering the bargaining unit. The Union representative will be provided up to thirty (30) minutes during orientations for new unit employees to explain the role and responsibilities of the Union. This time may be extended upon mutual agreement. The Management representative will leave during the Union orientation phase. The Union representative shall be allowed official time for this presentation and will be notified in advance of orientation times and places. The President of Local 2097 or a designee will be the person notified who will name the Union representative to attend the orientation meeting.

SECTION 6. The Employer shall print and distribute copies of the negotiated agreement in booklet form to insure every employee in the bargaining unit will receive a copy. A sufficient number of copies shall be printed to include distribution to new employees as hired, and to supply the Union with no less than 65 copies. The cost of printing and distribution shall be borne by the employer. The Employer shall make an electronic copy of the collective bargaining agreement available on the AVN home page on the internet.

SECTION 7. The Union will attempt to promote faithful and efficient work performance by employees within the bargaining unit. The Employer agrees to treat all employees in the bargaining unit in a fair and equitable manner, avoid discrimination, and conduct operations in a manner which will show proper regard for the dignity of these employees.

SECTION 8. The Parties agree that communication and cooperation are inherent to good labor-management relations and to that end will strive to maintain this spirit. The Parties also recognize the importance of building a constructive bilateral relationship that will aid in the achievement of the mission of the FAA. The Parties are committed to a positive problem-solving approach and the use of the negotiation process to achieve the effective conduct of public business and the well being of employees.

ARTICLE 5

GRIEVANCE PROCEDURE

SECTION 1. The purpose of this Article is to provide a procedure for the timely consideration and resolution of grievances.

SECTION 2. *A grievance shall be defined as any complaint:*

- a. By a unit employee concerning any matter relating to the employment of the employee.
- b. By the Union concerning any matter relating to the employment of a unit employee.
- c. By a unit employee, the Union, or the Employer concerning;
 - (1) The effect or interpretation, or a claim of breach of this Agreement;
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation.

SECTION 3. *Scope and Exclusiveness of Grievance Procedure.*

a. This Article shall constitute the sole and exclusive procedure available to the Union, and employees of the bargaining unit for the resolution of grievances subject to the control of the Employer applicable to any matter involving working conditions, or any matter involving the interpretation and application of policies, regulations, and practices of the Employer subject to the following exclusions under 5 USC 7121 (c):

- (1) Any claimed violation of 5 USC 7321 relating to prohibited political activities.
 - (2) Retirement, life insurance, or health insurance.
 - (3) Suspension or removal in the interest of national security under 5 USC 7532.
 - (4) Any examination, certification, or appointment.
 - (5) The classification of any position which does not result in the reduction in career level or pay of an employee.
- b. A grievance may be filed regarding the interpretation and application of policies, regulations, and practices of the Employer; any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment subject to the control of the Employer; or the effect or interpretation, or a claim of breach or violation of this Agreement.
- c. The following matters subject to statutory appeals procedures are excluded from the negotiated grievance procedures contained in this Article:

- (1) Disputes involving the Fair Labor Standards Act.

(2) Discrimination complaints.

d. Complaints of discrimination based on sexual orientation are not covered by the negotiated grievance procedures contained in this Article. An aggrieved bargaining unit employee may utilize the agency appeal procedures to address complaints of discrimination based on sexual orientation.

SECTION 4. *Policy of Settlement and Protection from Reprisal.* The Employer and the Union agree that every effort will be made by management and the aggrieved to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

SECTION 5. *Right to Information and Testimony of Witnesses:*

a. In accordance with 5 USC 7114, the union representative in a grievance action will have access to all material pertinent to the grievance. The Employer will, upon request of the Union representative, provide information from official records, including extracts or copies of such records that pertain to the grievance. Should a representative request to view an employee's personnel record, the Employer may require written authorization from the employee.

b. If the Employer interviews bargaining unit employee witnesses, the Union shall be afforded the opportunity to be represented at the interviews.

SECTION 6. *Extension of Time Limits.* Time limits in this Article may be extended by mutual agreement of the Parties. Mutual agreement must be in writing and signed by the President of Local 2097 or a designated representative, and the Manager of AVN-300 or a designated representative. Failure to respond or meet will permit the grievance to be settled pursuant to the provisions of Section 13 of this Article, if time limits are missed.

SECTION 7. *Disputes of Grievability or Arbitrability.* The Employer agrees to furnish the Union a final written decision concerning the non-grievability or non-arbitrability of a grievance, no later than the time limits provided for the written decision in Step 3 of this procedure. If the grievance is alleged to be subject to statutory appeal procedures the decision shall expressly state this claim. All disputes of grievability or arbitrability shall be referred to the arbitrator. The arbitrator shall have the authority to make all grievability, arbitrability, and all threshold issue determinations. If the arbitrator determines the issue is grievable or arbitrable, the arbitrator will hear the merits of the grievance. Upon mutual agreement of the parties, threshold issues may be submitted to the arbitrator by brief, and decided, prior to a hearing on the merits of the underlying grievance(s).

SECTION 8. *Union Rights in a Nonunion Represented Grievance.* If a unit employee presents a grievance directly to the Employer without Union representation, Local 2097 shall be given the opportunity to be represented at any discussion of the grievance. The Union representative shall be granted official time if otherwise in a duty status. The Employer shall provide a copy of the grievance to the Union.

SECTION 9. *Limit to Individual Presentation.* The right of individual presentation does not extend beyond Step 3 of this procedure and does not include the right to take the matter to arbitration.

SECTION 10. *Impartiality and Objectivity of Decision.* If the deciding official is the respondent in the grievance or has made a decision during a prior step, the deciding official should refer the grievance to a higher administrative level in AVN to preclude prejudice in his/her decision. The designated official to whom the grievance is referred for resolution must not be the official who took the action or who was involved in an attempt to previously resolve the complaint.

SECTION 11. *Grievance Procedure.* The following procedures shall be exclusively used for the submission of employee grievances to the Employer under this Article. Grievances that allege coercion, reprisal, or retaliation for filing a grievance must be filed at Step 3 of this grievance procedure.

Step 1. An aggrieved employee or Union desiring to file a grievance concerning any matter covered by this Article which occurs while the grievant is a member of the bargaining unit, shall seek resolution of the grievance from the lowest level supervisor/management official having authority to remedy the grievance within fifteen (15) calendar days of the date of the event giving rise to the grievance or within fifteen (15) calendar days of the time the employee may have been reasonably expected to have learned of the event. Such employee may request the assistance of a designated Union representative in preparing and presenting the grievance. The grievant and the designated representative will be allowed a reasonable amount of official time, if otherwise in a duty status, in reasonable privacy and in a suitable place provided by the Employer, to discuss, investigate, and prepare the grievance. Grievances will be presented in writing on a form provided by the Employer. If the first level supervisor determines it is not within his authority to resolve the matter, the supervisor shall make arrangements with the appropriate management official with requisite authority to accept the grievance. The supervisor will answer the grievance in writing within fifteen (15) calendar days of the date of the receipt of the grievance or within fifteen (15) calendar days of the date of the oral presentation, whichever comes later.

Step 2.

a. Grievances concerning disciplinary or adverse actions as defined in Article 25 and other grievances not resolved at Step 1 may be submitted in writing by the employee or his/her Union representative to the Branch Manager or designee within fifteen (15) calendar days from receipt of the Step 1 answer or within fifteen (15) calendar days of the effective date of the disciplinary or adverse action in dispute. The Branch Manager's or designee's decision shall be in writing and shall be delivered to the employee or designated Union representative within fifteen (15) calendar days of receipt of the grievance by the Branch Manager or designee.

b. Optional mediation.

(1) An aggrieved employee may submit a **Request to Use Mediation** to the Branch Manager or designee when filing a Step 2 grievance. The Branch Manager or designee may elect to submit the issue(s) to mediation based on the grievant's showing of interest.

(2) The Step 2 grievance decision will be held in abeyance and an automatic extension of the applicable negotiated grievance procedure (NGP) time limits for up to forty five (45) days will allow for the completion of the mediation process.

(3) If the matter is resolved, the mediated settlement agreement will be incorporated into the Step 2 grievance decision and the written decision will be rendered within fifteen (15) calendar days of the completion of the mediation process. If the matter is unresolved, the Step 2 grievance decision will be rendered within fifteen (15) calendar days of the completion of the mediation process and the grievance may proceed to the subsequent step of the NGP.

(4) The AVN-300/Local 2097 Mediation Handbook will govern the administration of the mediation program. Any proposed negotiable changes to the handbook will be addressed pursuant to the provisions of Article 10 of this Agreement.

(5) The Parties agree that the Union's participation in the mediation process will be limited to observing when the aggrieved employee elects to be unrepresented.

Step 3. If the grievant or Union is not satisfied with the Branch Manager's decision in Step 2, the grievant or Union may submit the grievance in writing to the Division Manager or designee within fifteen (15) calendar days from receipt of the Step 2 answer. The Division Manager's or designee's decision shall be in writing and delivered to the grievant and the designated Union representative not later than fifteen (15) calendar days of receipt of the grievance by the Division Manager or designee. The grievance response must state the finality of the decision.

SECTION 12. *Union or Employer Grievances.*

a. In the case of any grievance involving the interpretation or application of this Agreement or violation of law, rule, or regulation affecting conditions of employment which the Union may have against the Employer, or which the Employer may have against the Union, such grievance shall be submitted in writing to the Manager (AVN-300) or a designee, or to the President of Local 2097 or a designee, within thirty (30) calendar days of the event giving rise to the grievance or within thirty (30) calendar days of the time the moving party may have been reasonably expected to have learned of the event.

b. If the aggrieved party is not satisfied with the decision and/or no settlement has been reached within thirty (30) days from the date of the submission of the grievance, the matter may be submitted to arbitration by either party pursuant to provisions for arbitration in Article 6.

SECTION 13. In the absence of unusual mitigating circumstances, failure of a grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance settled on the basis of the last decision given unless an extension of time limits has been agreed upon. Failure of management to render a decision within any of the time limits specified in this Article shall entitle the grievant to advance the grievance to the next step without a decision. Reasonable filing extension requests may be granted.

ARTICLE 6

ARBITRATION

SECTION 1. *Selection of Arbitrator.*

a. If the Union is not satisfied with the decision at Step 3 of the negotiated grievance procedure, the Union President may, within thirty (30) calendar days following receipt of the decision at Step 3 or in the absence of a Step 3 decision, within thirty (30) calendar days of the day the answer was due, advise the Division Manager in writing through the Labor Relations Office (AMH-100) that the Union desires the matter be submitted to an impartial arbitrator.

b. Within five (5) days after the request for arbitration is served, the Union and the Employer shall meet to determine the services to be requested from the Federal Mediation and Conciliation Service (FMCS). Upon reaching agreement concerning the services to be requested from the FMCS, the parties will prepare a joint request for those services and share the associated fees (29 CFR Part 1404) equally. Each party will provide advance payment of their respective portion of the FMCS fees to accompany the request for services. Any unilateral request for services from the FMCS will be the sole responsibility of the party making the request. Each joint request for services will include a request to submit a list of seven arbitrators.

c. Within twenty-one (21) calendar days after receipt of the list, representatives of the Union and the Employer shall meet to select an arbitrator from the list. The parties shall alternately strike names from the list until only one name remains. A toss of a coin shall determine which party strikes first.

d. If, for any reason, either party refuses to participate in the selection of an arbitrator, the other party will select an arbitrator from the list of FMCS arbitrators.

SECTION 2. *Date and Site of Arbitration.* Upon notification through FMCS to the arbitrator of his selection, representatives of the Employer, and the Union shall meet to make arrangements for the hearing on a mutually acceptable date. The parties will schedule the hearing within ten (10) calendar days from the receipt of the selected arbitrator's availability. The hearing will be held on FAA premises in a room appropriate for a hearing. The hearing will be held during normal working hours unless otherwise mutually agreed.

SECTION 3. *Proceedings-Arbitrator's Authority-Award.*

a. The arbitrator will confine the hearing to the specific issues in dispute. The arbitrator's authority is limited to deciding only the issue or issues considered in the grievance. If the parties fail to agree on a joint stipulation of the issue for arbitration, then each shall submit a separate stipulation and the arbitrator shall determine the issue or issues to be heard. The arbitrator is empowered to devise an appropriate remedy consistent with the terms of the Agreement and in accordance with applicable law, rule, or regulation. Either side reserves the right to argue to the arbitrator what the appropriate remedy should be.

b. The arbitrator will determine the order of proceedings.

c. The arbitrator will be requested to render a decision as quickly as possible, but not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend this time limit. The arbitrator shall submit his decision to the Union and the Division Manager (AVN-300) through the Labor Relations Office (AMH-100).

d. The arbitrator's award shall be binding on the parties and implemented upon receipt, unless appealed or stayed. Either party may file exception to an award to the FLRA pursuant to 5 USC 7122.

e. Any dispute over the application or interpretation of an arbitrator's award, including remanded awards, shall be returned to the arbitrator for settlement.

f. The arbitrator's fees and expenses of arbitration incurred under this Article shall be borne equally by the Parties.

g. The cost of the court reporter or transcript, where it is mutually agreed by the Parties or where required by the arbitrator, shall be shared equally by the Parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred in its preparation. Any party subsequently requesting and receiving a copy of a transcript of an arbitration hearing must pay 50 percent of all costs incurred in the preparation of such transcript.

h. If a cancellation fee is incurred, the party withdrawing from arbitration shall be responsible for the full cost of such cancellation fee unless the withdrawal is by virtue of a written settlement. In the case of a settlement where a cancellation fee is charged, the parties share the fee equally.

SECTION 4. *Expedited Arbitration.* The process for expedited arbitration is identical to regular arbitration, except that no transcripts are taken and no post-hearing briefs allowed. The arbitrator will issue a bench decision or abbreviated written award no later than seven (7) calendar days from the date of the hearing. This procedure may be invoked by mutual agreement of the parties on a case by case basis.

SECTION 5. *Official Time for Grievant and Representative: Duty Time for Witnesses: Questioning of Witnesses.*

a. The grievant and the Union representative, if an employee of the FAA, shall be given a reasonable amount of official time to present the grievance, if otherwise in a duty status.

b. The Employer agrees that a reasonable number of relevant witnesses shall be excused from duty to provide testimony in arbitration hearings. The Employer agrees to adjust the schedules of witnesses, to allow them to appear in a duty status. Witnesses shall not suffer loss of pay or charge to leave in order to testify. No overtime compensation will be paid to witnesses appearing under this Article.

c. The parties must exchange written witness lists no later than fourteen (14) calendar days prior to the scheduled date of the hearing. Upon notification either party may have new witnesses to provide new information.

ARTICLE 7

USE OF OFFICIAL FACILITIES

SECTION 1. Upon request, the Employer shall provide suitable space for periodic meetings within AVN-300 in Oklahoma City, Oklahoma, and Atlantic City, New Jersey, during non-duty time, when available. The Union shall be responsible for insuring the space is left in the same condition in which it was found.

SECTION 2. The Employer shall furnish the Union suitable office space within AVN-300 in Oklahoma City, which can be locked for security purposes, and which will provide privacy for discussions with employees and the conduct of Union functions. The office space shall be of sufficient size to conduct Union business. The Employer shall provide the Union with the use of the following items:

- a. Furniture and miscellaneous: One locking file cabinet, a desk, chairs, a conference table, a five shelf book case, and a 3x5 dry erase board.
- b. Communications equipment: a speaker phone with internal capabilities, outside line and FTS access; a computer with internet access; a monitor; keyboard; mouse; printer; a FAX machine with a dedicated telephone line.
- c. Regulations: Federal Aviation Regulations; TI 4100.24, General Maintenance Manual and TI 4100.27, Repair Station Manual and appropriate revisions through electronic media.

Union representatives shall have reasonable access to other Government telephones when necessary in conducting labor-management affairs. The Union agrees to use telephone facilities judiciously and in the public interest. The Employer agrees to allow Union representatives the use of and access to available AVN-300 copy machines, personal computers, and associated hardware for representational purposes. Use of Government equipment must be on official time or non-duty time.

SECTION 3. Bargaining unit employees in areas separated from Oklahoma City shall have access to FTS lines to contact Union representatives in Oklahoma City.

SECTION 4. It is agreed the telephone and FAX number of the Union Office in AVN-300 will be published in the next edition of the Mike Monroney Aeronautical Center (MMAC) telephone book and subsequent editions.

SECTION 5. The Employer shall provide glass enclosed and lockable bulletin boards of not less than 36" x 36" in the following areas:

- a. In Oklahoma City, OK: The bay area of Hangars 8 and 9 in a high visibility area.
- b. In Atlantic City, NJ: The line maintenance shop area in Building 301.

c. These bulletin boards are provided for the posting of suitable Union material. It is agreed these bulletin board privileges are the exclusive right of the Union and their use shall not be extended to any other organization without permission of the exclusive representative.

SECTION 6. Union literature and other notices may be placed in employee mailboxes, lunchrooms, and break areas where bargaining unit employees work.

SECTION 7. The internal mail system may be used by the Union for communication with management officials within the agency and with Union officials at Atlantic City on matters concerning labor-management relations.

SECTION 8. *Eating Facilities for Employees.* The Employer agrees to continue to provide eating facilities for its employees. However, if it is determined that existing eating facilities are to be closed, reduced, or relocated, the Union will be notified in advance of implementation. As soon as possible, upon Union request, designated officials of the Employer and the Union shall meet and confer on implementation and procedures used in order to minimize the impact of such action on affected bargaining unit employees. The parties also agree to jointly consider ways to improve quality, service, and costs of food at eating facilities which are under the control of the Employer.

SECTION 9. The Employer will provide adequate unpaid parking for bargaining unit employees. The Employer will provide the President of LIUNA Local 2097 a reserved parking space in front of Hangar 9.

ARTICLE 8

UNION REPRESENTATION AND OFFICIAL TIME

SECTION 1. The Union President will provide the Employer with written designation of Union representatives. The representatives will be designated to serve at large to provide expertise in particular and specialized areas of labor-management functions and to provide representation to employees. The Union will designate representatives for specific negotiation issues, as required.

SECTION 2. The Union will be given the opportunity to be represented at formal discussions between management/supervisor(s) and employee(s) concerning employee grievances and personnel policies and practices, procedures, or other conditions of employment.

SECTION 3. Reasonable amounts of official time will be granted to Union representatives to perform the following functions:

- a. Receive and investigate employee complaints.
- b. Prepare and present grievances, statutory appeals, and arbitrations.
- c. Prepare and present replies to proposed disciplinary/adverse actions.
- d. Respond to grievances against the Union.
- e. Attend formal discussions and/or investigatory meetings.
- f. Review and respond to management initiated actions.
- g. Prepare proposals for negotiations conducted under Article 10 of this agreement.
- h. Accompany inspectors on safety and health inspections in accordance with Article 21, Environmental, Occupational Safety and Health.
- i. Preparation of reports required by Title 5 USC 7120(c).
- j. Perform other appropriate representational duties.

SECTION 4. *Official Time For Union Sponsored Training*

a. The Parties agree that training in labor-management relations is beneficial both to the Union and the Employer. When such training in contract administration, grievance handling, Federal labor laws, Federal personnel laws, regulations and procedures and conditions of employment is received by Local Union officials, said training reduces the number of labor-management actions and complaints initiated due to incorrect understanding of law, rule, and regulation and promotes the public interest.

b. The Employer agrees to grant official time to Union officers and stewards, if otherwise in a duty status, to attend Union sponsored training determined to be of mutual benefit to the Parties. A block of time up to six hundred and seventy-two (672) hours may be granted annually for such training not to exceed seven (7) workdays per officer/steward during the calendar year. Determination whether an individual can be spared from duty shall be made by the Employer based on operational requirements.

c. The Union shall submit requests for official time to the Manager, Flight Inspection Maintenance Division (AVN-300) at least fourteen (14) calendar days prior to proposed release for such training. The request will include the agenda and schedule of the requested training and the names and duty locations of the employees whose attendance is desired.

SECTION 5. Subject to workload requirements, employees will be granted a reasonable amount of official time to prepare and present complaints/grievances, including meetings with Union representatives. Union representatives will make appropriate arrangements with the represented employee's supervisor before engaging in representational activities on duty time.

SECTION 6. An officer or representative of the Union shall notify his/her immediate supervisor and obtain approval prior to leaving his/her work area or work assignment.

SECTION 7. An officer or representative of the Union, in requesting approval to perform representational activities on official time, shall provide his/her immediate supervisor, in writing, the following information:

- a. Nature of business for which time is requested.
- b. General area(s) to be visited.
- c. Approximate amount of time required.
- d. When the time is to be utilized.

The supervisor will indicate approval or modification on the document, and return it to the Union representative. Additional time may be approved when justified. If the time is modified, the supervisor will state the specific reason for modification on the document. A record of all official time used under this Agreement shall be maintained by the first level supervisor on the FAA Form 3710-12, Employee Representational Function Record, or equivalent. Necessary information to complete the FAA Form 3710-12 shall be provided the supervisor by the union representative at the completion of each occurrence of use of official time.

SECTION 8. The Employer shall grant, consistent with operational requirements, a reasonable amount of official time. In the event that operational requirements preclude the usage of official time, an alternative time shall be provided as soon as practicable thereafter.

SECTION 9. Normally, official time authorized under this agreement shall be spent at the representative's duty location unless otherwise authorized. An officer or representative of the Union, who leaves his/her work area in accordance with Sections 6 and 7 above, shall advise the appropriate official of his/her return to the work area.

SECTION 10. The Employer will provide an area for the Union's use to privately discuss an employee grievance, to prepare a reply to a notice of an adverse action, grievance, and/or any other matter relating to the conditions of employment involving representation.

SECTION 11. The Employer will exercise no restraint, interference, coercion, omissions of normally granted employee rights or privileges, or discrimination against a Union representative because of his/her Union duties.

SECTION 12. The Union President or his/her designee shall be provided a total of ten (10) hours of official time per week excluding meetings under Sections 1 and 2, Article 4, to perform appropriate labor-relations functions. Additional time may be requested and approved on a case-by-case basis.

SECTION 13. When a Union officer or representative is detailed or temporarily promoted to a position outside the bargaining unit, the Union shall be notified. During the term of any such assignment, the individual may not act as a Union representative.

SECTION 14. LEAVE WITHOUT PAY (LWOP). Leave without pay (LWOP) may be granted to a member of the Union to serve with LIUNA for up to one (1) year. Extensions will be granted by the Division Manager for subsequent one (1) year periods, upon request, unless legitimate operating requirements dictate otherwise. The total duration may not exceed the terms of the appointed or elected position in LIUNA of the affected employee.

ARTICLE 9

DUES WITHHOLDING

SECTION 1. This Article constitutes a mutual understanding between the Parties of their respective responsibilities, procedures, requirements, and conditions concerning the withholding and remitting of dues of certain employees who are members of LIUNA, Local 2097 who authorize allotments from their pay for this purpose pursuant, to Title 5 USC 7115(a).

SECTION 2. Any employee who is a member of the unit of exclusive recognition may assign an allotment of pay for the payment of dues to LIUNA, Local 2097. Such assignment will be honored provided the employee receives sufficient pay to cover the full amount designated by the authorization.

SECTION 3. The procedural responsibilities of the Parties in processing the authorization shall be as follows:

a. The Union agrees to inform members in the unit of the voluntary nature of assigning an allotment of pay for dues and will instruct employees in the procedure for requesting authorization of the assignment.

b. The Union agrees to acquire and distribute to unit members Form SF-1187 and to receive completed forms from employees who request allotments. A Standard Form 1187 is the only form that may be used for this purpose.

c. The Union President will designate in writing to the Office of Financial Services (AMZ-1) the individuals who are authorized to complete Section A of the SF-1187, and will determine that the forms are properly completed. Certified SF-1187's may be submitted by mail or directly to AMZ-1.

d. A properly completed and certified form will be effective at the beginning of the first full pay period following receipt of the form by the Accounting Division.

e. A SF-1187 which has not been properly completed or properly certified, may not be accepted and will be returned to LIUNA, Local 2097 at its current address within ten (10) workdays after receipt by the Accounting Division along with notice of the reason why it has not been processed.

f. With the exception of Item 3, items marked with an "X" on the SF-1187 and Section A and B, will be completed with the required information.

SECTION 4. The frequency of withholding and changes in the amount of dues shall be administered as follows:

a. Allotted dues will be withheld from the biweekly payrolls. The amount to be withheld shall be the amount of the regular dues of the member as specified on the SF-1187 and governed by Section 4.b.

b. If the amount of regular dues is changed by the Union, the President of Local 2097 will notify the Manager, Office of Financial Services, in writing, that the amount of regular dues has changed and will certify the new rate and the effective date of the change. The amended amount will be withheld effective the beginning of the first full pay period following receipt of the instructions from the Union to the Manager, Office of Financial Services (AMZ-1). New authorization forms are not required. Only two such changes may be made in any period of twelve (12) consecutive months. However, one additional change may be made to reflect a change in the national assessment.

SECTION 5. An allotment may be terminated effective the first full pay period following the date:

a. When this agreement is terminated under conditions prescribed by Chapter 71, Title 5, USC by appropriate authority outside of the Department of Transportation.

b. When the Union gives notification that the employee is no longer a member of the Union.

c. When the Employer correctly determines that the employee is no longer a member of the bargaining unit, e.g., separated from the FAA, promoted, transferred, or reassigned from the unit for which recognition was granted.

d. A timely request for revocation occurs when an employee requests and submits a properly completed SF-1188 that is received no later than the anniversary date. If a timely request for revocation is not submitted, the authorization will recycle for additional one (1) year periods on each anniversary date. (The anniversary date is the starting date of the first full pay period for which dues were deducted from the employee's pay.) Upon receipt of a SF-1188, Payroll Operations (AMZ-400) shall refer to the remittance listing and determine the anniversary date of the allotment. The beginning date of the first full pay period after the anniversary date occurs will be entered in Item 6 on the SF-1188. Copy 2 of the SF-1188 will be promptly provided to the Union for confirmation of the anniversary date entered by the Accounting Division. All such notifications, including Copy 2 of the SF-1188, will be forwarded to LIUNA, Local 2097 at its current address. In the event the anniversary date is in dispute, the Union will promptly notify the Manager, Payroll Operations (AMZ-400) in writing of the error.

SECTION 6. *Processing of Allotments.*

a. A dues withholding allotment made pursuant to Title 5 USC 7115(a) shall be at no cost to the Union or the employee.

b. The remittance check will be payable to the allottee designated by the President of Local 2097 and mailed to the address designated.

c. At the time of each remittance, the allottee will be sent a statement giving the following information:

(1) Identification of the office or facility.

(2) Identification of the Union Local.

(3) The name of each unit employee, in alphabetical order, for whom a deduction was made during each pay period and the amount of each deduction.

(4) Identification of unit employee(s) whose allotments have been temporarily or permanently stopped and the reasons for non-deduction.

(5) Total number of members for whom dues were withheld.

(6) Total amount withheld on this payroll. The Employer will continue, upon request, to provide a copy of the microfiche pertinent to LIUNA, Local 2097.

d. The Union agrees to keep the Manager, Office of Financial Services (AMZ-1), informed of the current name, title, and address of the allottee to whom the remittance will be sent and the address of the Treasurer of Local 2097.

e. In the event there is an underpayment to the Union in remittance checks, such error will be corrected in the next remittance check issued to the Union. If there is an alleged overpayment in the remittance, the Union will be notified and will refund the amount of overpayment when the allegation is verified and a waiver is not appropriate. The Employer's claim of overpayment will be made to the Union in writing in advance of any set-off against dues allotments of present unit members before attempting to recoup an alleged overpayment.

ARTICLE 10

BARGAINING DURING THE TERM OF THE AGREEMENT

SECTION 1. The Employer agrees that personnel policies, practices, and matters affecting conditions of employment of bargaining unit employees that are within the jurisdiction of the Employer and that are not covered by this Agreement will not be changed or implemented without prior notification to and negotiations when requested by the Union. The number of negotiators authorized the Union on official time, if otherwise in a duty status, shall be at least equal to the number for management.

SECTION 2. Known past practices that have become an integral part of working conditions shall remain in effect unless in violation of law or Government-wide rule or regulation or modified pursuant to negotiations under this Article.

SECTION 3. The Employer agrees to formally notify the Union in writing, of any proposed new or changed personnel policy, program, practice, procedure, or other matter affecting conditions of employment of members of the bargaining unit. Notification will be made at least fourteen (14) calendar days in advance of implementation except in emergency situations or situations beyond the control of the Employer, and will include the proposed effective date, action to be taken, and any known changes in working conditions. Should the Union wish to negotiate, a request to bargain, accompanied by written initial proposals, must be received by management within seven (7) calendar days of receipt of the written notice. When, prior to negotiations, information is requested pursuant to Title 5, USC 7114(b)(4) and that request meets the requirements of the Statute, the Employer will respond as far in advance of the date of negotiations as possible. In the event a written response is not received by the Union at least two (2) calendar days prior to the agreed date of negotiations, the Parties agree to reschedule the date of negotiations.

SECTION 4. Bargaining means the performance of the mutual obligation of the representative of the agency and exclusive representative of employees in an appropriate bargaining unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this Section does not compel either party to agree to a proposal or to make a concession.

SECTION 5. Should the Union desire to initiate bargaining with the Employer concerning conditions of employment not covered by this Agreement, it shall give at least fourteen (14) calendar days advance notice, in writing, which shall include a statement of the matter(s) to be discussed. The parties shall meet at a mutually agreeable time and place to conduct negotiations.

SECTION 6. In the event impasse is reached during negotiations, the parties agree to the following. Providing the Union notifies the Employer within seven (7) calendar days of the end of mediation efforts that it has submitted the issue to the Federal Services Impasses Panel, the Employer agrees not to unilaterally implement the changes except for emergencies or when the effective date is mandated by Federal law or any Government-wide rule or regulation.

SECTION 7. Disputes as to negotiability under this Article may be submitted to the Federal Labor Relations Authority for resolution as provided by Chapter 71 of Title 5, USC.

ARTICLE 11

HOURS OF WORK

SECTION 1. *General*

a. The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek normally shall be Monday through Friday, and the two (2) days outside the basic workweek shall be consecutive. The basic number of hours in the workweek shall be forty (40) hours per week except for alternative work schedules. The occurrence of holidays shall not affect the designation of the basic workweek. The basic non-overtime day shall not exceed eight (8) hours unless worked under an alternative work schedule.

b. Shift assignments where 50% of the workday is before 6:00 AM or after 6:00PM or other than Monday through Friday are considered uncommon. Normal business hours are between the hours of 6:45 AM and 4:30 PM.

c. Employees shall normally report to work dressed suitably for the work to be performed. In cases where a work assignment requires other attire, the employer agrees to allow reasonable time for the employee to change clothes and also agrees to provide adequate facilities for such activities.

d. Employees shall have access to adequate break areas. Breaks will be an assigned fifteen (15) minute period during each half of the scheduled workday. Meal breaks will normally begin between the 3rd and 5th hour of the workday.

e. The Employer and the Union agree that employees should clean up the work area, store and protect Government property, equipment, and tools prior to the end of the work-shift.

f. The hours of work may be temporarily changed for employees participating in:

(1) *Court Leave* - Employees serving on jury duty will revert to hours required by the court.

(2) *Training* - Employees attending training will revert to the hours required by the training facility.

(3) *Travel* - Employees in travel status will, at the discretion of the immediate supervisor, either revert to normal business hours or remain on an alternate work schedule (AWS).

(4) *Agency Sponsored Programs* - The Employer agrees to provide an opportunity for bargaining unit employees to attend agency sponsored career enhancement lecture/programs, when operational requirements permit.

g. Union officers and stewards will not be arbitrarily moved from one shift to another or one work area to another.

h. The employer agrees to consider requests for shift adjustments for education, waiver of weekend duty and or rotating shift assignments on a case by case basis. Adjustments may be granted in valid instances where the employee will suffer undue hardship because of such assignment.

SECTION 2. *Shift Assignments*

a. *Assignments to shifts or tours of duty*

(1) Assignments to shifts or tours of duty shall be scheduled in advance normally for periods of not less than four (4) weeks unless mission requirements dictate otherwise.

(2) The employer will notify affected employees of shift/tour assignments in writing at least two (2) weeks in advance.

(3) Where employees are offered the right of choice or to volunteer under this Article, it is understood that such volunteers will be solicited from among qualified employees with the requisite skills and abilities as determined by management.

(4) When a bargaining unit employee volunteers for an uncommon tour/shift, he/she cannot be bumped by a more senior employee.

(5) Bargaining unit employees volunteering for permanent assignment to an uncommon shift/tour will not be required to rotate. Non-rotating bargaining unit employee desiring to return to rotation will normally give three (3) weeks written notice, to their immediate supervisor, prior to the next scheduled rotation.

SECTION 3. *Uncommon Shifts/Tours.* When assignment to an uncommon shift/tour is necessary, requests for volunteers shall be made from among qualified bargaining unit employees, and selections made from the list of volunteers by service computation date (SCD).

a. A roster or record of employees involved in changes of tour of duty or change in shift shall be maintained by the Employer and furnished to the Union upon request.

b. If there is an insufficient number of volunteers for necessary coverage, employees will be assigned on a rotating basis according to seniority determined by reverse SCD.

c. When volunteers staff an uncommon shift and a reduction in staffing is required, the least senior personnel shall be selected with consideration to requisite skills and abilities.

d. Employee requests for transfer from shift to shift will be given serious consideration based on the merits of the request. It is agreed that management will not make or deny changes in shift assignments in order to reward or punish an employee.

e. When the Employer desires to establish additional shifts or tours of duty the following procedures will be followed:

(1) The Union will be notified of the proposed shift or tour prior to informing bargaining unit employees. Upon the Union's request, the employer will provide a briefing to the Union on the proposed shift and or tour of duty;

(2) Volunteers for the new shift or tour will be solicited initially in writing from among qualified bargaining unit employees with requisite skills and abilities at the lowest organizational level to which the shift or tour applies. Normally, employees will be given five (5) work days to respond to the request for volunteers;

(3) If there are fewer volunteers than necessary to staff the shift or tour, bargaining unit employees will be assigned to the shift or tour, on a rotational basis, in ascending SCD order from among qualified bargaining unit employees with the requisite skills and abilities.

SECTION 4. *Alternative Work Schedules.*

a. The Parties agree that Alternative Work Schedules (AWS) which are flexible and compressed are available and may be worked according to the FAA Aeronautical Center Alternative Work Schedule Handbook (February, 1995) and this Agreement.

b. The parties agree that the following AWS options may be available to bargaining unit employees.

(1) Flexitour Schedule

(2) Gliding Schedule

(3) Variable Day Schedule

(4) Variable Week Schedule

(5) Maxiflex Schedule

(6) Four-day Workweek

(7) 5-4/9 Plan

c. Based on organizational needs and operational requirements not all options will be available to all employees.

d. Management decisions as to the availability of options to an employee or group of employees will be neither arbitrary nor capricious.

e. Once a particular AWS schedule has been approved, that approval may be rescinded by the Division Manager or his/her designee when the participation in AWS by a group of employees has resulted in an adverse impact on the operation within AVN-300. The Union will be given a one (1) week written notice of the decision prior to implementation and given the opportunity to meet and discuss issues. The joint meeting will be held during the one (1) week notice period. Both Parties shall be able to discuss their views. Affected employees will be given a one (1) week notice of the change if possible.

f. Employees may have their AWS participation terminated for good cause shown. The employee(s) affected will be provided a written notice containing the reason(s) for the termination. Such terminations will be reviewed periodically, upon Union request.

g. The descriptions of the various Alternative Work Schedules and the procedures associated with requesting approval to work an approved schedule are contained in the FAA Aeronautical Center Alternative Work Schedules Handbook (February, 1995).

h. Four/Ten (4/10) Compressed Work Schedule

(1) Employees participating in the four/ten (4/10) compressed work schedule will be scheduled to work four (4) ten (10) hour days in each workweek of the pay period. The duty hours will be fixed and regular.

(2) The employee, with the supervisor's approval, will select the additional day off. This additional day off may not, in some cases, be contiguous with the employee's consecutive regular days off and will be determined based on staffing requirements. Disputes among equally qualified employees as to selection of the additional day off will be settled by service computation date.

i. Employees participating in alternative work schedules may be required to temporarily return to fixed or regular schedules for operational reasons. The affected employees will be given as much advanced notice as practical in writing.

ARTICLE 12

LEAVE ADMINISTRATION

SECTION 1. *Annual Leave.* The use of annual leave is the right of the employee subject to the approval of the supervisor. Employees earn and are granted annual leave in accordance with agency guidelines and this article. Annual leave must be scheduled and approved in advance except in case of emergency. The supervisor's decision to approve or disapprove requests for annual leave will involve consideration of employee's personal needs and current and anticipated workload.

a. The period from June 1 to September 30 and December 15 to January 5 will be considered the prime vacation periods. Request for annual leave for vacation purposes shall be submitted on appropriate forms to the supervisor before March 1 each year. Each employee will indicate a primary and secondary choice of time. Supervisors will establish annual leave schedules no later than March 15 of each year. Upon request, a copy of the leave schedule will be furnished to the Union by the immediate supervisor by April 1 of each year.

b. The senior employee from the standpoint of service computation date will be entitled to the requested leave. Once selections have been finalized employees shall not be permitted to choose other times which disturb the choice of another employee. However, the supervisor may approve a change in selection provided another employee's choice is not disturbed, or such change is mutually agreed upon by both the affected employees and their supervisor(s) or the supervisor determines the workload requirements would allow both employees to be on leave simultaneously.

c. If workload necessitates changes in scheduled leave, the supervisor will notify the affected employee(s) at such time as situations develop and will discuss the reason for the change. Consideration will be given to seniority, and requisite skills required when changing scheduled leave.

d. It is agreed that employees will not be required to schedule all of their use or lose annual leave. However, the Parties recognize that management of annual leave to avoid forfeiture is a responsibility shared by employees and their supervisors. All use or lose annual leave must be requested and approved in writing before the start of the third biweekly pay period prior to the end of the leave year to be considered for restoration.

e. All annual leave scheduled and forfeited because of exigencies of the public business, sickness, or administrative error may be restored under the conditions outlined in FAA Order 3600.4, Absence and Leave. Requests for restoration of forfeited annual leave will be initiated by the employee in accordance with the procedures outlined in FAA Order 3600.4.

f. When operational requirements permit and the employee has sufficient annual leave, requests for leave of thirty (30) consecutive days or more may be approved.

g. An employee may request unscheduled leave in advance by submitting a SF-71 stating the dates and hours desired. If a request for unscheduled leave is denied, the requestor is entitled to a timely response. The supervisor will state the reasons for the denial on said form and return it to the employee as soon as practicable, but no later than one (1) workday after receipt by the supervisor.

h. Annual leave for emergency reasons, except where circumstances prevent, will be requested by telephone normally within one (1) hour after the start of the shift to which assigned or by the beginning of core time if working under flexitime. Employees should request emergency annual leave by contacting their immediate supervisors, or other persons designated by management to receive such requests, as soon as possible after the start of their regular shift. If the supervisor and the designee are unavailable to accept the request, the employee must leave a message with the person accepting the call.

SECTION 2. Sick Leave. Employees earn and are granted sick leave in accordance with agency guidelines and this article. Sick leave provided by the leave act may be granted for the following reasons: an employee who is incapacitated for performance of his/her duties because of sickness, injury, pregnancy and confinement; for medical, dental or optical treatment or examination; when a member of the employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee or when through exposure to contagious disease, the employee's presence on duty would endanger the health of other employees.

a. Employees may use sick leave for family care or family bereavement purposes in accordance with the Federal Employees Family Friendly Leave Act (FEFFLA), effective December 2, 1994. Employees may use up to 40 hours of earned sick leave each year for these purposes, and if necessary, to use an additional 64 hours of earned sick leave, as long as they maintain a balance of 80 hours in their sick leave account. Employees may use sick leave within the same parameters that they are allowed to use sick leave for themselves. In addition, effective September 30, 1994, employees also may use sick leave for purposes related to the adoption of a child, such as travel, court appearances, and appointments with adoption agencies, social workers, and attorneys.

b. An employee should request sick leave by contacting his/her immediate supervisor or designee, by telephone as soon as possible after the start of his/her regular shift. The employee will also give the anticipated date of return to duty. If the supervisor and the designee are unavailable to accept the phone call, the employee shall leave a message with the person accepting the call. Under normal circumstances, this request will be made by telephone within one (1) hour after the shift begins or before the beginning of core time, if the employee regularly works under flexitime. Approval of sick leave for prearranged medical appointments will normally be secured from the Employer in advance of the absence.

c. A medical certificate will not be required to substantiate a request for approval of sick leave for three (3) days or less, unless the employee has been specifically informed in writing of the requirement in advance. In such cases, the supervisor will counsel the employee prior to placing any type of sick leave restriction upon the employee. Written notification of sick leave restriction will contain justification for the requirement. The requirement, once imposed, will be reviewed at least every six (6) months to determine if it should be continued. At the time of the review, the employee will be advised in writing if the requirement is to be continued or canceled.

d. Employees may be requested to exit the facility through the Occupational Health Division. An employee who is released from duty on advice of the Occupational Health Division shall not be required to furnish a medical certificate to substantiate sick leave for the day he/she was released from duty.

e. The Employer may require a medical certificate for sick leave of more than three (3) consecutive workdays. If a physician or practitioner was not consulted, a personal written statement from the employee describing the nature of the illness and that he/she was incapacitated for duty, may be accepted in lieu of a doctor's certificate or statement.

f. Whenever an employee's request for sick leave is disapproved, the reason for disapproval will be given in writing.

g. Advance sick leave up to thirty (30) days may be granted under the conditions outlined in FAA Order 3600.4.

h. Records of employee sick leave balances will be restricted to those with a need to know. The employer shall not publicly post individual sick leave records.

i. Federal Employees Retirement System employees shall be eligible upon retirement for a sick leave buy back option. An employee who attains the required number of years of service for retirement and has a minimum of 240 hours of sick leave, shall receive a lump sum payment for forty (40) percent of the value of his/her accumulated sick leave as of the effective date of their retirement.

SECTION 3. Leave without pay (LWOP). The Parties agree that employee requests for LWOP will be considered in accordance with agency policy contained in FAA Order 3600.4.

SECTION 4. Family and Medical Leave. The Parties agree that requests for leave under the Family and Medical Leave Act of 1993, and the Expanded Family and Medical Leave Policy dated April 11, 1997, will be processed in accordance with the Act and governing rules and regulations.

a. The Family and Medical Leave Act (FMLA) of 1993, provided eligible employees an entitlement to 12 workweeks of unpaid leave (LWOP) during any 12-month period for one or more of the following reasons:

- the birth and care of a son or daughter of the employee;
- the placement of a son or daughter with employee for adoption or foster care;
- to care for spouse, son, daughter, or parent with a serious health condition; or
- for the serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.

b. The Expanded Family and Medical Leave Policy dated April 11, 1997, provided for approval of 24 hours of LWOP during any 12-month period to fulfill certain family obligations. These include participation in school activities directly related to the educational advancement of a child; accompany children to routine medical and dental examinations; and tend to the needs of older relatives.

c. An employee may choose to substitute annual or sick leave, or advance annual or sick leave, consistent with existing regulations, for any part of the above FMLA entitlements.

SECTION 5. Other Excused Absences or Leave. Employees may, under certain circumstances, be excused from duty without charge to leave or loss of pay. This type of absence results from an administrative determination that the circumstances surrounding the absence are such that employees should not lose pay or leave. Specific examples are provided below as well as in FAA Order 3600.4:

a. *Leave for Bone Marrow or Organ Donors.* Employees who wish to serve as a bone-marrow or organ donors are entitled to up to seven days paid leave each year. This leave is in addition to any other type of regular leave the employee may need to use (e.g., sick, annual, family-medical leave). The length of absence will depend upon the specific medical circumstances of each case.

b. *Excused Absence for Blood Donations.*

(1) Upon request, employees may be granted up to 4 hours of excused absence, without charge to annual or sick leave, in connection with each blood donation. Employees must request excused absence for this purpose and obtain approval. Such requests will be subject to the operational demands of the organization.

(2) Excused absence for blood donations is for the sole purpose of traveling to and from the site where blood will be donated, clinical time for the extraction of the blood, and recuperation or recovery time required as a result of donating blood. Recuperation time shall be taken immediately following the blood donation.

(3) Upon return to work, employees must furnish documentation, signed by an official of the institution receiving the donation, which reflects the date, time, and location of the donation.

(4) Excused absence for this purpose is only authorized for employees who donate blood. Employees who sell their blood are not authorized excused absence, therefore any time off work must be charged to annual leave or leave without pay.

(5) Normally, employees who are unable to donate blood will return to their worksite immediately.

ARTICLE 13

PREMIUM PAY

SECTION 1. The Parties agree that premium pay authorized by Federal Statute shall be administered according to law, rule, regulation, and this Article, and that bargaining unit employees shall receive appropriate compensation for work performed.

SECTION 2. Overtime pay is premium pay and the opportunity to work overtime will be offered to employees with the requisite skills and abilities in a fair and equitable manner. The Employer agrees that, to the extent feasible, overtime work will be on a voluntary basis.

SECTION 3. *Overtime Procedures.*

a. Management will prepare a rotational roster in descending service computation date (SCD) order of qualified employees at the lowest supervisory level.

b. When overtime is necessary, management will offer the opportunity to work on a rotational basis in descending SCD order to available employees with the requisite skills and abilities. Declination or non-availability will count as though the opportunity was accepted.

c. The rotational roster will be maintained on a continuing basis and will indicate the date of the overtime and whether the employee accepted or declined, or was unavailable for the opportunity.

d. If insufficient employees volunteer for an overtime opportunity, management may direct to work in ascending SCD order.

e. These rosters will be kept for at least one (1) year after use. Such records may be reviewed by an employee upon request, or when requested these records will be made available to the Union.

f. Overtime work shall not be assigned as a reward or penalty.

g. Section 3a through 3f will be waived when the Employer determines that it is operationally necessary to continue utilizing an employee to complete a work assignment he or she has already begun.

SECTION 4. Employees called back to work overtime, not continuous with their normal tour of duty, will be compensated for a minimum of two (2) hours of overtime.

SECTION 5. The Employer agrees that, when it is known sufficiently in advance by the supervisor, employees will be notified of regularly scheduled overtime one (1) week in advance of overtime scheduled outside the basic workweek, and two (2) weeks in advance of overtime scheduled on holidays. In the case of unscheduled or irregular overtime the notice, where practicable, will be at least four (4) hours in advance of overtime to be worked outside the basic workweek and at least twenty-four (24) hours in advance of overtime to be worked on a holiday.

SECTION 6. Employees participating in Alternate Work Schedules (AWS) will be compensated in accordance with those laws, rules, or regulations appropriate for their situations.

SECTION 7. *Hazardous Duty Pay.* - The Parties agree that employees covered by this Agreement will receive hazardous duty pay for all work defined as such by law, rule, or regulation.

ARTICLE 14

PROMOTIONS

SECTION 1. Promotions shall be made in accordance with applicable laws, the Federal Aviation Administration Personnel Management System, FAA Directives, and this Agreement.

SECTION 2. *Explanation of internal competitive promotion procedures.* - When a bargaining unit position vacancy is announced, eligible employees may submit a bid package. This package is compared to the particular qualification standard for the position announced. Qualified candidates will be grouped according to qualified and well-qualified categories. As an alternative to grouping, the selecting official may request that all qualified candidates be referred for selection consideration. The method used to refer such candidates is left to the discretion of the selecting official. Selecting officials may select from among those candidates referred using merit principles.

SECTION 3. OPM's and FAA's prescribed qualification standards shall be used as minimum qualification standards. Changes in the basic qualification(s), special qualifications or requirements affecting bargaining unit positions will be documented in the Personnel Office. The Union President will be notified of the changes and they will be made available for his/her review.

SECTION 4. Before an employee goes on leave, detail, training, or other temporary absence, he/she is responsible for making arrangements to have an application submitted for a position for which they believe they are eligible and in which they are interested, which may be advertised during his/her absence. This may include providing his/her supervisor a completed application, FAA Form 3330-42 or any other necessary information. The employee's supervisor will refer the application(s) to AMH-200 for specific vacancies as determined by the employee.

SECTION 5. Internal competitive selection lists for bargaining unit positions shall be prepared by solicitation of applicants through REVAMP. The automatic consideration process may be used on a case by case basis upon mutual agreement of the parties. If announced, AVN-300 vacancies will be open for a minimum of five (5) working days. The AVN-300 Division Manager will determine the positions for which Permanent-Change-of-Station (PCS) benefits will be offered. The decision to offer PCS benefits will be based on the critical nature of and/or operational need to fill the position. The vacancy announcement will state whether full or partial PCS benefits or a fixed relocation payment will be offered or if no PCS benefits will be offered.

SECTION 6. Employees will be notified of their eligibility, ineligibility, referral, or non-referral for announced positions according to existing procedures using FAA Form 3330-42. Qualified unit employees in AVN-300 will be given appropriate consideration for jobs in AVN-300. Concurrent consideration of outside candidates may be provided to those who are eligible.

SECTION 7. The Employer shall be responsible for assuring current qualification standards for bargaining unit positions in AVN-300 are maintained and available to employees. If utilized, Job Based Questionnaires (JBQ's), or the essential knowledge, skills, abilities, and other characteristics (KSAO's) required to perform the major duties of the positions will be identified in the vacancy announcement.

SECTION 8. Supervisory evaluations prepared on FAA Form 3330-52 entitled Knowledge, Skills, Abilities, and Other Characteristics (KSAO's) Evaluation shall be completed in an objective and fair manner.

SECTION 9. Evaluation Plans or special requirements shall not be altered for the purpose of tailoring a position to meet the qualifications of a particular individual.

SECTION 10. Up to ten (10) well qualified candidates will be referred for a single vacancy. Two additional names, if available, will be certified for each additional vacancy.

SECTION 11. Some, all, or none of the candidates may be interviewed. An interview is not required when the selecting official has sufficient personal knowledge of an applicant. The selecting official may choose to forego interviews for all candidates in those instances where a selection will be based on a records review only. When a candidate declines an interview, such declination shall be documented on the promotion list. Telephone interviews are permitted when distance or other factors, such as leave, preclude personal interviews.

SECTION 12. When a selection is made the selecting official will make the selection(s) within ninety (90) calendar days after receipt of the list of qualified candidates. Employees selected will normally be released not later than the beginning of the second full pay period after the losing organization is notified of the selection.

SECTION 13. Upon request the Employer will provide the following information to an employee:

- a. Name of Selectee.
- b. Subject to Privacy Act restrictions, the records used in considering that individual for promotion.
- c. In what areas, if any, the employee should improve to increase his/her chances for future promotion to positions requiring the same KSAO'S.
- d. The reason for selection of the person selected.

SECTION 14. Upon request the Union President or a designee will, consistent with provisions of law, rule, or regulation, be permitted to examine all records used as a basis for ranking bargaining unit employees for internal competitive promotions. Such information will include but is not limited to:

- a. Who was selected for promotion or to fill the position.
- b. The names of the candidates on the selection list.
- c. The rating scores of each candidate, if applicable.
- d. Any records used in addition to the required application and KSAO's/JBQ's required by the vacancy announcement.

e. Unless validly determined to be a supervisor's personal notes, a copy of the spreadsheet used to evaluate candidates and the record of the interviews held.

The Union President or a designee may review unsanitized documents of the above and upon request receive sanitized copies of the documents.

SECTION 15. When an employee is notified to report for a job interview he/she will be given reasonable duty time up to two (2) hours, if the employee desires to clean-up, change clothes, and make himself/herself as presentable as possible. This will be necessary unless the employee is notified twenty-four (24) hours in advance of the interview time and date and can obtain permission in the case of uniformed employees to wear clothing suitable for the job interview.

SECTION 16. Grievances concerning the operation of the Merit Promotion Program must be filed at Step 3 of the negotiated grievance procedure.

SECTION 17. The use of official time will not be a factor in consideration for promotion.

SECTION 19. Promotions for developmental positions shall be dependent upon the employee meeting current qualification standards and other OPM/FAA requirements. Career progression promotions in certain technical occupations (e.g. 802 and 856 series) will be dependent upon the employee meeting qualification requirements contained in AVN Orders VN 3330.1, Aviation System Standards Career Progression for Promotion in Selected Technical Occupations and VN 300 3330.1, Flight Inspection Maintenance Division Career Progression for Promotion in Selected Technical Occupations.

ARTICLE 15

TEMPORARY PROMOTIONS, DETAILS, LOANS, AND REASSIGNMENTS

SECTION 1. The Parties agree that the Employer retains the right to decide which positions, if any, will be filled by temporary promotion, detail, or reassignment pursuant to the following procedures.

SECTION 2. *Definitions for the purpose of this Agreement.*

a. Noncompetitive Temporary Promotions. A time-limited promotion to a new non-managerial position that is in the same Job Category or to one that is in a different Job Category that has the same or lower pay potential; OR for less than 180 days to a new position that is in a different Job Category with higher pay potential or for an employee's initial move to a management position. The employee must meet OPM and FAA prescribed qualification standards to fill the position and the action is documented by a Standard Form 50 (SF-50).

b. Competitive Temporary Promotion. A time-limited promotion for more than 180 days to a new position that is in a different Job Category with higher pay potential or for an employee's initial move to a management position. The employee must meet OPM and FAA prescribed qualification standards to fill the position and the action is documented by a Standard Form 50 (SF-50).

c. Detail. When an employee is temporarily assigned duties that are a change to either title, series, career level, or basic duties of the regularly assigned position. All details in excess of thirty (30) consecutive days are documented by an SF-50.

d. Loan. An assignment, not documented by an SF-50, which exists when an employee is temporarily assigned to another supervisor or organization where the affected employee retains the same title, series, career level, and performs the same basic duties as the regularly assigned position.

e. Reassignment. A permanent change to another position in the same pay band (See page A-8). This action is documented by an SF-50.

SECTION 3. *In Regard to Temporary Promotions.*

a. Employees detailed to a higher career level position for which they meet minimum qualifications for a period in excess of thirty (30) consecutive calendar days shall be temporarily promoted into and receive the rate of pay of that position commencing on the first day of the next pay period. This temporary promotion shall be effected in accordance with applicable laws, agency directives, and this Agreement. Selections for noncompetitive temporary promotions will normally be made from among qualified employees in the immediate work unit and at the next lower career level. Such promotions, if operationally feasible, will be rotated among equally qualified employees. Nothing in this article will prevent the Employer from effecting an immediate temporary promotion.

b. It is agreed and understood that the one hundred eighty (180) day time limit on noncompetitive temporary promotions includes prior service as follows: Details and/or previous temporary promotions during the preceding year, to a new position that is in a different Job Category with higher pay potential or employee's initial assignment to a management position without use of competitive promotion procedures.

c. When a noncompetitive temporary promotion, is made, employees with requisite skills and abilities in the lowest organizational level in which a vacancy exists who are otherwise qualified, shall be considered first for the temporary promotion.

d. When there is more than one qualified candidate with requisite skills and abilities the candidates will be considered in seniority order. Seniority will be determined by service computation date (SCD).

SECTION 4. *In Regard to Details.*

a. The Parties agree that details shall be used for the purpose of temporarily meeting operational needs.

b. Volunteers with requisite skills ranked on the basis of seniority may be used to select bargaining unit employees for details to higher career level positions.

c. In the event higher career level employees must be selected to fill lower career level positions, such selections will be made from volunteers. If a sufficient number of volunteers are not available then inverse seniority will be used.

d. If an employee is intermittently detailed or performing the majority of duties of another job for a period of less than thirty (30) consecutive days, the employee may complete and submit appropriate documentation to the Personnel Operations Division when the accumulated period of the detail totals at least thirty (30) days.

SECTION 5. *Loans.*

a. Loans shall normally be limited to one hundred and twenty (120) days per assignment.

b. Loans shall be made in accordance with the procedures established in Section 4 of this Article.

SECTION 6. *In Regard to Reassignments.*

a. Reassignments with promotion potential, i.e., career ladder, will be made in accordance with merit promotion regulations.

b. Employee requests for reassignment from one section to another in AVN-300 will be considered if the employee is qualified for the position requested and a vacant position which is within the same pay band as the one presently held is available. Requests for reassignment from one section to another will be submitted to both section supervisors.

c. Below section level the Employer agrees to give appropriate consideration to a unit employee's written or verbal request for a change in work assignment. Written requests for reassignment will be retained by the supervisor to whom the request was addressed for a period of six (6) months unless withdrawn or renewed by the employee. When an internal reassignment is contemplated, the supervisor will consider these requests prior to assigning another unit employee into the position.

d. The AVN-300 Division Manager will determine the positions for which Permanent Change of Station (PCS) benefits will be offered under the Internal Placement Plan (IPP) procedures. The decision to offer PCS benefits will be based on the critical nature of and/or operational need to fill the position. The selecting official will state on the offer letter under IPP procedures whether full or partial PCS benefits or a fixed relocation payment will be offered or if no PCS benefits will be offered.

ARTICLE 16

PERFORMANCE APPRAISALS

SECTION 1. *The Employer agrees to ensure:*

- a.** Expectations are established which will permit accurate evaluation on the basis of objective, observable, and measurable criteria in relationship to the specific outcome and the position.
- b.** That supervisors inform and explain to employees the content and specific meaning of the expectations established for their positions.
- c.** That employees are allowed and encouraged to participate in the development of performance plans.
- d.** That outcomes and expectations are consistent with and directly related to the duties and responsibilities assigned each employee.
- e.** That performance evaluations are conducted in a fair and equitable manner.

SECTION 2. The Employer agrees to ensure that the first level supervisor adheres to these requirements in regard to performance appraisals.

- a.** Outcomes and expectations shall be stated in writing with a copy provided to the employee prior to the employee being appraised on these outcomes and expectations.
- b.** At the beginning of the appraisal period, or shortly thereafter, the supervisor shall communicate to each employee the job outcomes and expectations he/she must successfully accomplish and describe what is required for a meets expectations rating.
- c.** Performance plans shall be developed with employee/team input.
- d.** Expectations shall be specific, objective, and clearly state factors such as quality, quantity, timeliness, or manner of performance.
- e.** Supervisors shall conduct at least three (3) performance appraisal discussions during the appraisal period face-to-face or by telephone, or in writing due to geographic distance. These include the initial, mid-appraisal, and final discussions.
- f.** The end of appraisal discussion and initial discussion for next appraisal period shall consist of two distinct discussion periods.
 - (1)** The initial discussion shall be documented and a copy presented to the employee.
 - (2)** The mid-appraisal period progress review shall be conducted and documented by the supervisor. A copy may be provided to the employee upon request.

(3) The end of appraisal period discussion shall occur as soon as possible after September 30th, or the end of the rating cycle but not later than January 14th. Performance accomplishments and/or deficiencies shall be discussed and documented and a copy presented to the employee.

g. All performance appraisal discussions mentioned in Section 2(f) shall be scheduled and the employee informed of the purpose of the discussion. However, this does not prevent a supervisor from conducting informal performance counseling or feedback sessions with an employee at any time during the appraisal period.

h. An individual employee will perform for a minimum of ninety (90) days under their performance plan (but not necessarily the same supervisor) before a final determination will be made.

SECTION 3. *Performance that Does Not Meet Expectations.*

a. If the final rating results is “Does Not Meet Expectations”, the employee shall be informed of his/her right to agree or disagree with any part of the appraisal and his/her right to respond, and/or to grieve the appraisal under the negotiated grievance procedure.

b. Both the first and second level supervisors must approve or disapprove all final ratings of Does Not Meet Expectations, including those recommended by teams. Supervisors will not assign this rating without first (1) contacting their servicing HRMD; (2) notifying their managers of the proposed decisions, and (3) coordinating this action with the organization’s administrative staff.

c. The original or a copy of the performance appraisal will be maintained in the employee performance folder. The employee shall be allowed to view the performance appraisal and his/her official personnel folder and the employee performance folder upon request. Procedures for access to these folders will be in accordance with current rules and regulations.

d. The employee shall be allowed the opportunity to respond orally or in writing or both to the first and second level supervisor's written comments. In the space for comments on the appraisal documents, the employee shall be allowed to enter or affix any written comments he/she wishes to make concerning the evaluation and will be given reasonable duty time to do so. If the employee requests the services of the Union in the preparation of these comments, the Union representative shall be allowed reasonable official time to assist the employee.

e. The supervisor will notify an employee when his/her work performance falls below the meets expectations level. Prior to initiating an action to remove or reduce in pay or career level an employee, the employee must be given in writing:

(1) Notice that performance does not meet expectations in one or more core outcomes of the employee's performance plan and at least thirty (30) days to bring performance to meets expectations level. The supervisor will specifically identify the performance problem(s). During the improvement period, the employee will be given the opportunity to work on those portions of the job that are not meeting expectations, but not to the exclusion of other work assignments. A longer period may be warranted depending on the nature of the employee's position and the performance deficiency involved. The supervisor will ensure that the employee receives adequate work-time in order to improve the area that has been identified at the does not meet expectations level.

(2) Information as to what the employee must do to bring performance to the meets expectations level in that period.

f. The supervisor will meet with the employee biweekly during the improvement period to discuss continued performance, provide feedback, and answer questions.

g. *Notice of Proposed Action.* An employee whose reduction in pay or career level or removal is proposed is entitled to at least thirty (30) days advanced written notice which informs the employee:

(1) Of the nature of the proposed action.

(2) Of the specific instances of performance at the does not meet expectations level by the employee on which the proposed action is based.

(3) Of the core outcomes and expectations of the employee's performance plan involved in each instance of performance at the does not meet expectations level.

(4) The time to reply.

(5) The right to be represented by the Union or other representative.

(6) The right to make an oral and/or written reply and to receive a written decision with appeal rights.

h. *Decision.* After full consideration of the case, where warranted, management will remove/demote or reassign the employee. The decision will be based on substantial evidence and made by an official who is in a higher position than the official who proposed the action. The decision letter to an employee stating that removal or demotion action under this Article will be taken, will inform the employee that the action may be (1) grieved through the negotiated grievance procedure, (2) appealed under the Federal Aviation Administration (FAA) Guaranteed Fair Treatment (GFT) Appeal Procedure, or (3) appealed to the Merit Systems Protection Board (MSPB), but the election is limited to only one of these appeal procedures.

SECTION 4. It is understood and agreed that employees who are engaged in official activities as Union Representatives pursuant to this Agreement and Chapter 71, of Title 5 of the U.S.Code will not be penalized because of the time expended in such activities when evaluation of said employee's level of performance is determined by the employee's supervisor in the performance appraisal. (Title 5 USC 7102; 7131)

ARTICLE 17

TRAINING AND DEVELOPMENT

SECTION 1. The Employer and the Union agree that training and development of all employees within the bargaining unit will improve the effectiveness of AVN-300. To effectuate and further this policy, management will continue to provide training programs to further develop the skills of employees to keep abreast of workload changes.

SECTION 2. The Employer will advise eligible employees of all applicable training opportunities in those critical areas within AVN-300.

SECTION 3. The Employer, in accordance with the intent of PL 95-454 which indicates it is the policy of the Government to retrain employees to avoid separation during reductions in force to prevent loss of knowledge and experience agrees to make a sincere and reasonable effort to retrain a bargaining unit employee (who may possibly be removed due to reorganization, contracting out, or reduction-in-force) to qualify for a position which may be equal in pay to the position to be eliminated.

SECTION 4. When the Employer utilizes cross-training in order to achieve adequately trained employees, management's decision to select an employee for cross-training will not be based upon personal favoritism. Management will make every reasonable effort to comply with cross-training requests and assist employees in partaking in training necessary to improve individual performance, organizational efficiency and requirements.

SECTION 5. The Employer will make reasonable efforts to avoid requiring lower career level employees to train higher level employees unless circumstances warrant.

SECTION 6. When scheduling employees for training, the Employer will seriously consider the employee's personal reasons for not desiring training at that time and will give as much advance notice as practicable to employees who are being assigned to training courses.

SECTION 7. The Employer agrees that, when a Unit employee is issued a travel order to attend the FAA Academy for a period of fifteen (15) calendar days or more, the Employee shall be authorized to travel by privately owned vehicle (POV). Such travel shall be deemed to be advantageous to the Government. Privately owned vehicle travel expenses to and from the FAA Academy shall be paid at the rate applicable to such travel as prescribed by agency-wide directives. Payment for local mileage is not authorized.

SECTION 8. A Unit Employee, otherwise entitled to travel by POV under Section 7 of this Article, may elect to use common air carrier for travel to and from the FAA Academy and the use of a rental vehicle on a flat rate-rate basis while at the FAA Academy. No extra charge for miles driven will be paid. Reimbursement for common air carrier and rental vehicle shall not exceed the constructive cost of POV advantageous. Where practical, rental vehicles will be obtained from the GSA supply contract.

SECTION 9. The Veterans Readjustment Appointment Program will be administered in accordance with applicable laws and regulations.

SECTION 10. Upon request the Union shall be provided with lists of selectees in the bargaining unit for training and scheduled courses attended for the previous fiscal year and projections for the present fiscal year.

SECTION 11. The Employer will at all times be equitable and fair in determining candidates for non-job related training and will seriously consider employee's requests for such training and avoid favoritism in granting or refusing employee requests.

SECTION 12. In accordance with budget limitations and mission requirements, job-related educational courses at local colleges and universities may be made available to employees at Government expense. Application and acceptance by the university will be the employee's responsibility. Although training or education will not be provided solely for the purpose of obtaining an academic degree, this prohibition does not limit authority to assign employees to training to develop skills, abilities, and knowledge for the performance of official duties.

SECTION 13. The Employer will provide training opportunities to employees of the bargaining unit without regard to race, color, age, religion, sex, national origin, physical handicap, marital status, parental status, political, or Union affiliation. Employees may apply for training for which they qualify and are free to discuss training needs with their supervisors and with employee development specialists or staffing specialists servicing their organizations.

SECTION 14. The Employer agrees to continue the policy of providing on-the-job training for employees. Training will be recorded in the official training record of the employee.

SECTION 15. The Employer recognizes its continuing responsibility to have a well-trained work force. Management will identify training needs of employees and upon request will discuss expected needs of the organization with the Union.

SECTION 16. If the Employer decides to authorize an employee(s) to attend Aviation Safety Inspector (ASI) Indoctrination training, volunteers will be solicited from qualified bargaining unit employees who have not previously attended the training. Selection will be made by service computation date (SCD).

a. The names on the list shall reflect seniority and follow in descending order from highest seniority to the lowest.

b. If the employee who is next to be selected is ill, on TDY, in other schooling, or otherwise unable to attend for valid reasons not controllable by the employee, the employee will be offered the next opportunity to attend.

ARTICLE 18

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Parties agree to work cooperatively to ensure all employees have equal employment opportunity and that no one is discriminated against because of race, color, national origin, sex, religion, age, or handicapping condition. Equal Employment Opportunity (EEO) shall be promoted through a positive continuing program pursuant to directives of the EEOC, Federal Law, and FAA Regulations and Policy.

SECTION 2. The Employer agrees to ensure that complaints of discrimination are promptly and fairly considered and that every effort will be made to provide for just and expeditious resolution of each complaint. The employer further agrees that persons who allege discrimination or who participate in the presentation of such complaints are free from restraint, interference, coercion, discrimination, or reprisal.

SECTION 3. The Parties mutually agree that the Union may nominate individuals to serve as Equal Opportunity Counselors. No employee, may serve as both an EEO Counselor and as a Union Official.

SECTION 4. Employees may be represented by the Union, at any stage of the processing of an EEO complaint, if the complainant requests Union involvement and the Union agrees to provide a representative.

SECTION 5. The Employer is responsible for managing all human resources effectively in carrying out the mission of the FAA and achieving program objectives. This responsibility requires that all supervisors must:

- a. Treat all employees fairly in all matters affecting or related to employment.
- b. Implement, by action and deeds, the agency's commitment to and support of the EEO Program.

SECTION 6. When any changes to FAA Affirmative Employment policy are made which affect working conditions the Union will be provided notice and an opportunity to bargain pursuant to law and regulation.

SECTION 7. A handicapped or a temporarily or permanently disabled employee may request the Employer to take actions to reasonably accommodate the employee's condition. Such request must be in writing and state the claimed handicap or disability, as well as, the specific action requested of the Employer. The request will be submitted to the Branch Manager through the immediate supervisor. A response to a request for reasonable accommodations to a handicap will be provided within twenty (20) calendar days. The request must be accompanied by a duly licensed physician's statement which must contain at least a diagnosis, prognosis, and duration of disability. The response may suggest alternative methods to reasonably accommodate the handicap. If a response cannot be provided within twenty (20) days the employee will be informed of the reason for the delay and the date when an answer can be expected. A decision to deny a request will be presented in writing and may be grieved at Step 2 of the negotiated grievance procedure.

ARTICLE 19

TRAVEL - TDY

SECTION 1. a. The Employer will compensate employees for those hours spent in a travel status that are outside the employee's scheduled duty hours. Such compensation shall, at the sole discretion of management, consist of:

1) Fifty (50) percent compensatory time, unless the Fair Labor Standards Act (FLSA) or FAA travel guidelines provide a greater benefit; or,

2) One third (1/3) of the hours of travel time outside of scheduled duty hours, compensated at the applicable overtime pay rate, unless the FLSA or FAA travel guidelines provide a greater benefit. In no event shall this overtime compensation include Holiday, Sunday, and/or Night Differential Pay.

Travel outside regular duty hours may be required, at the discretion of management, to enhance mission accomplishment and ensure maximum cost savings. See Appendix B for an example of the Travel Compensation Worksheet and associated instructions and guidelines.

b. When TDY is available, unit employees with requisite skills and abilities will be contacted and given equal opportunity for TDY. Employees will be placed on a roster in descending SCD order. TDY opportunities will be rotated in accordance with procedures developed at the lowest supervisory level. This roster is not used for TDY associated with training.

SECTION 2. Upon request, the Employer agrees to assist in making necessary arrangements for travel.

SECTION 3. a. The Parties agree all bargaining unit employees will obtain and use the government travel charge card.

b. Any dispute over billings will be between the employee and the company issuing the credit card.

c. Disciplinary action against a unit employee which is contemplated or effected in connection with the travel charge card will be covered by disciplinary procedures negotiated in this Agreement.

d. Duty time shall be appropriate for completing travel vouchers. The Employer agrees to assist employees, when requested, in preparation and mailing in order to meet the time requirements for submission of the travel claim.

e. The Employer agrees to make every effort practicable to preclude an employee's use of personal funds for payment by facilitating and processing the employee's claim within the time limits required.

f. In the event a unit employee becomes stranded on officially authorized travel without sufficient funds due to loss of the credit card, the employee may contact management with a request for assistance. The Employer will endeavor to promptly assist the employee to the maximum extent practicable.

SECTION 4. When operational requirements permit a choice of mode of travel, i.e., Government owned aircraft, automobile, commercial aircraft or personally owned vehicle, employees may exercise this choice. The employee will be reimbursed on a cost comparison basis to be paid the lesser of the two amounts.

SECTION 5. If a temporary duty assignment requires a unit employee to be away from his/her official duty station for more than thirty (30) calendar days, the Employer will allow the employee to voluntarily return home during nonworkdays. In accordance with applicable laws and regulations, the Employer will pay travel expenses not to exceed the amount of per diem an employee would have received while on TDY.

SECTION 6. The Parties agree to the provisions of DOT Order 1500.11, DOT Travel Guiding Principles and AC Order 1770.5H, Communication Services relative to telephone calls while in TDY status.

a. Employees with a Government calling card are allowed to call their residence, not to exceed five minutes average per day. These employees will not be reimbursed on their voucher for calls to their residence or family.

b. Employees who do not have a Government calling card are also limited to an average of five-minutes per day for calls to residence and may claim no more than \$5 average for each day in a travel status. Receipts are not required.

c. In those instances where calls are made from outside the continental United States, a claim of no more than five documented minutes may be made for each day in a travel status. If a receipt is not available, \$10 is the maximum reimbursement allowed for calls from outside the continental United States.

ARTICLE 20

Contracting Out

SECTION 1. The Parties recognize the Employer's right to make determinations with respect to contracting out and the Union's right to negotiate pursuant to Article 3 and Article 10 of this Agreement and 5 USC 7106 and 5 USC 7114.

SECTION 2. The Employer agrees to comply with all appropriate provisions of OMB Circular A76, as revised, this Agreement, and other applicable laws, rules, and regulations concerning contracting out.

SECTION 3. The Employer agrees to, as early as practical, inform the Union in writing regarding any OMB Circular A-76 studies relating to contracting out actions that directly affect a function within the bargaining unit. The Employer agrees to periodically provide information relating to these studies or actions to the Union, and to seek the Union's input.

SECTION 4. The Employer agrees to meet with the Union on a regular basis during the development and preparation of the Performance Work Statement (PWS) and to consider the views of the Unit employees performing the task subject to a contracting out action. The purpose of these meetings is to insure that management has complete and accurate information for the PWS.

SECTION 5. The Employer agrees to meet with the Union on a regular basis during the development and preparation of the Most Efficient Organization (MEO) and to consider the views of the bargaining unit employees performing the task subject to a contracting out action. The purpose of these meetings is to insure that management has complete and accurate information for the MEO.

SECTION 6. The Employer agrees to provide the Union such data and documentation as would be available to bidders, offerers, or the general public, and as provided by the Federal Labor-Management Relations Statute, during the course of the contracting out action. When the initial decision to award or cancel the contract is announced, all documentation supporting the decision to contract-out or to perform in-house that is releasable under appropriate laws, rules, or regulations will be provided upon request of the Union. The Employer agrees to timely and directly notify the Union of any such decision(s).

SECTION 7. The Union will be informed by the Employer of pre-bid and bid opening conferences, that are open to the general public, bidders, or offerers.

SECTION 8. The Employer will inform the Union of scheduled "walk through" by bidders or offerers of the function undergoing consideration for contracting out and offer the Union the opportunity to have a representative present.

SECTION 9. The Employer will permit only those offers recognized under the appropriate law, rule, or regulation to be submitted by contractors for use in the cost comparison with in-house costs.

SECTION 10. The Employer recognizes the "right of first refusal" contained in OMB Circular A-76, Part 1, Chapter 3 (c) at I-18 (1983 ed.) and will inform bargaining Unit employees of this right. The refusal of an offer made by a successful bidder will in no way affect any rights a bargaining Unit employee has under applicable RIF procedures.

SECTION 11. The Employer agrees that, in the interest of minimizing the adverse impact of a contracting out action on bargaining Unit employees, when such impact is anticipated, the Employer will give consideration to restricting new hires and to giving employees who would otherwise be demoted or terminated first consideration for vacant positions for which qualified at the same or lower career level. The Employer will give consideration to waiving qualifications in accordance with Article 26 of this Agreement. The Employer will adhere to the appropriate pay retention regulations.

SECTION 12. The Employer agrees to brief all affected bargaining unit employees regarding their statutory rights, including information on job offers, severance pay, retirement, and the "right of first refusal" with the successful bidder or offerer. The Union will be informed of these briefings and allowed to participate.

SECTION 13. The Union will be given a copy of any training material used to train officials of AVN-300 in any phase of the contracting out action.

SECTION 14. When the Employer establishes teams for the purpose of the development of a PWS or MEO, the Union may have a member on such team(s). The Union President or designee shall serve as the Union's representative.

ARTICLE 21

ENVIRONMENTAL, OCCUPATIONAL SAFETY AND HEALTH

SECTION 1. The Parties agree that Environmental, Occupational Safety and Health Programs will be administered in accordance with applicable law, rule, regulation, organizational policy, and the AVN-300 Environmental and Safety Operations Manual, TI 4100.26.

a. The Employer will provide a safe and healthful work environment and working conditions in compliance with rules and regulations of the Occupational Safety and Health Act (OSHA) and the Environmental protection Agency (EPA).

b. The Union shall cooperate with the Employer and encourage employees to work in a manner which promotes safety in the work place.

c. It is recognized that each employee is responsible for personal safety and utilization of safety equipment furnished by the Employer and shall promptly apprise the immediate supervisor of any unsafe working conditions observed in the work area. In the event the employee believes corrective action has not been taken, he/she may refer the issue to the Union representative who in turn will present the matter to the Employer.

SECTION 2. Protective clothing and equipment required by applicable law, agency regulation, and organizational policy shall be furnished by the Employer to employees as required in performance of their assigned duties.

SECTION 3. The Employer shall offer first aid/CPR training for all unit employees and provide for prompt emergency transportation and treatment in the event of an on-duty injury or illness.

SECTION 4. The employer shall not assign an employee to work alone in a known potentially dangerous operational area, unless provisions have been made for prompt assistance to the employee in the event of an accident.

SECTION 5. The Employer agrees to provide workplace safety and health training for employees as required by applicable law, rule, regulation and organizational policy.

SECTION 6. The Employer shall administer a hearing conservation program that meets requirements of all applicable law, rules, regulation, and organizational policy.

SECTION 7. The Employer will make every reasonable effort to accommodate unit employees who are subject to extreme combinations of heat, humidity, or extreme cold, in the performance of their duties. Such accommodation may include provision of extra protective clothing during extreme cold temperatures and portable cooling devices during extreme heat. Such accommodation may be given by allowing longer breaks away from the extreme conditions and/or moving aircraft from the flight line to the maintenance hangars when feasible. The Employer will make every reasonable effort to maintain indoor building temperatures within parameters established by law, rule, or regulation.

SECTION 8. When an employee, during the performance of their official duties, believes he or she is exposed to a health or safety hazard which presents an imminent danger which may cause death, injury, occupational illness/loss of a facility, or major property damage, the employee shall cease the activity in order to immediately contact the nearest available supervisor. The supervisor shall make an evaluation and after discussion with the Safety Office and the union representative, if available, will make a decision whether work may proceed.

SECTION 9. The Employer agrees to post notice of hazardous conditions discovered in a work-place. The notice shall be posted at or near the location of the hazard and shall remain posted at least three (3) days or until the condition has been corrected, whichever is greater.

SECTION 10. The Employer agrees to provide physical examinations for those employees who have been exposed to occupational health hazards in excess of established OSHA standards.

SECTION 11. The Employer will assist employees who are injured on the job, in completing injury compensation forms in a timely manner and informing employees of proper medical information needed.

SECTION 12. Accident records will be maintained by the Employer as required by applicable law and agency regulations, and where permitted by regulation or directive, will be made available for review by the Union upon request.

SECTION 13. The Employer will promptly notify the Union in the event of a serious on-the-job injury or death with the name of the employee(s) involved after contact has been made with the employee's emergency addressee.

SECTION 14. The Environmental and Safety Compliance Committee for the Flight Inspection Maintenance Division (AVN-300) and the MMAC Safety Committee shall have the opportunity to have appropriate Union Representation on these committees. When a survey or study by the committee(s) is conducted, the Union Representative who has been designated by the President of Local 2097 to be a member of the committee(s) will participate fully in such survey(s) or study.

SECTION 15. The Union shall be notified when a formal work-site inspection is conducted by the Employer's safety and environmental personnel or OSHA inspector(s). The Union will be given the opportunity to provide a representative(s) to accompany the Employer's representatives or OSHA inspector(s) on all such safety and health inspections. When an unsafe or unhealthful condition is identified, the Manager of AVN-300 or his/her designee will inform the Union President or his/her designee.

SECTION 16. The Employer agrees to provide, to the extent required by the applicable law, rule, or directive, instructional guidance to Union representatives in the area of occupational health and safety as operational requirements permit. The Employer agrees to consult with the Union in determining the introductory or specialized courses needed and the scheduling of such courses which would enable the Union to effectively assist in conducting work place safety and health inspections.

SECTION 17. The Employer agrees to supply and maintain on a regular basis an adequate number of operable fire extinguishers and advise employees of their proper use.

SECTION 18. The participation of Union representative(s) under this Article shall be on official time if representative(s) are otherwise in a duty status.

ARTICLE 22

EMPLOYEES RIGHT TO PRIVACY

SECTION 1. The Employer agrees to collect, maintain, use, or disseminate records of identifiable personal information concerning unit employees only for necessary and lawful purposes, and ensure that such information is timely and accurate for its intended use and adequately safeguarded to prevent misuse and unauthorized disclosure.

SECTION 2. In accordance with Section 4 of FAA Order 1280.1A, Protecting Privacy of Information About Individuals, dated October 7, 1994, the Office of Human Resource Management shall announce by a notice to all current bargaining unit employees in their jurisdiction at least annually that, at the employee's request, he/she will be provided with an opportunity to review automated and manual personnel records that are maintained concerning the employee and that have the potential of being used in making a determination about the employee or being disclosed under routine uses outside the Department of Transportation (DOT).

ARTICLE 23

Drug and Alcohol-Free Departmental Workplace

SECTION 1. The Parties agree that a Drug and Alcohol-Free Departmental Workplace program will be administered in accordance with applicable law, rule, or regulation and this Article.

SECTION 2. The Employer agrees to administer the Drug and Alcohol testing program in accordance with Department of Transportation (DOT) Order 3910.1C, The Drug and Alcohol – Free Departmental Workplace.

SECTION 3. Drug and Alcohol awareness training will be made available for those Union representatives as named by the President of Local 2097. Training will be provided to those individuals on official time, if otherwise in a duty status. The Employer will ensure that educational materials in the form of applicable handbooks, workbooks, or videos are available for employees which explain the requirements of the drug and alcohol program and applicable DOT policies and procedures.

SECTION 4. Employees shall be allowed to have a Union representative present, upon request, during his/her testing consistent with the provisions of this article, and provided the representative is readily available and the test is not delayed. The employee shall notify the supervisor of his/her wish to obtain Union representation upon notification he/she is to be tested. The Union representative, if requested, will be permitted to observe all actions of the collection site monitor, but will not interfere with the testing or deal directly with the specimen collector. Any Union concerns or disputes concerning a test will immediately be brought to the attention of the site coordinator.

SECTION 5. Employees' shall be informed of their right for Union representation at any meeting as a result of a confirmed positive test drug and/or alcohol test.

SECTION 6. Employees shall not be required to disclose the legitimate use of a specific drug or alcohol at the outset of the program. Employees will have the opportunity to provide documentation supporting legitimate usage upon a positive test result. The employee shall be allowed to list all non-prescription and medical documentation of prescription medications currently being used or that have been used in the past six (6) months.

SECTION 7. If drug or alcohol testing is to be conducted off-site, the employer shall provide transportation to the site. Travel to and from the laboratory or test site will be on duty time.

SECTION 8. Disciplinary or adverse actions, resulting from positive drug and/or alcohol tests, proposed by the Employer shall be taken in accordance with applicable law, rule, regulation, and DOT Order 3910.1C. A decision letter of removal, issued by the Employer in connection with the drug and alcohol testing program, may be (1) grieved at Step 3 of the negotiated grievance procedure, (2) appealed under the Federal Aviation Administration (FAA) Guaranteed Fair Treatment (GFT) Appeal Procedure, or (3) appealed to the Merit Systems Protection Board (MSPB), but the election is limited to only one of these appeal procedures.

SECTION 9. The Employer is committed to providing the opportunity for treatment of employees who are in need of assistance in resolving problems with the use of drugs and/or alcohol. The agency rehabilitation program shall be managed by the Employee Assistance Program (EAP).

a. When it has been determined, for the first time, that an employee has violated a prohibition of off-duty illegal drug use or off-duty alcohol misuse, covered by DOT Order 3910.1C or 49 CFR Part 382, it is the Employer's responsibility to direct the employee to the EAP.

b. Employee participation in the program shall be voluntary. The employee shall be given an opportunity, following initial counseling, to enter a substance abuse rehabilitation program as may be deemed appropriate, by the EAP manager or coordinator with agreement of the Medical Review Officer (MRO), Field Medical Review Officer (FMRO), or Substance Abuse Professional (SAP).

c. Upon successful completion of the initial phase of the rehabilitation program, the employee shall be subject to a scheduled return-to-duty test and unannounced follow-up testing in accordance with requirements of DOT Order 3910.1C.

d. Supervisors who refer employees to the EAP in connection with a drug and/or alcohol test, must identify the voluntary nature of the program.

ARTICLE 24

DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. *Definition and Methods of Discipline.* For the purpose of this Agreement, discipline shall be defined as oral and written admonishments, letters of reprimand, suspensions, reductions in career level or pay, and removals based on conduct. All disciplinary actions are administered in accordance with this Article and applicable law, rule, and regulation.

SECTION 2. *Employer's Responsibilities.* Discipline will be corrective and progressive in nature and appropriate to the severity of the offense. All actions will be taken for just cause and to promote the efficiency of the service. Just cause must be found in a violation of law, rule, regulation or other authoritative instruction. Supervisors are responsible for determining if corrective disciplinary action is warranted. The penalty selection principles, outlined in applicable agency guidance, shall be observed in determining whether discipline, formal or informal is warranted and if so, the severity of the discipline. Not all factors apply in every case. All factors must be considered and a responsible balance reached. The Parties agree that the most effective discipline is prompt, fair, consistent, and progressive.

SECTION 3. *Exclusions.* This article does not apply to:

- a. reductions in career level and/or pay and removals based on unacceptable performance;
- b. termination of an employee on a probationary/trial period;
- c. termination or furlough of an employee whose appointment is temporary because of reduction in force or end of appointment;
- d. placement in a non-pay status as the result of a lapse of appropriations or action by Congress;
- e. placement in a non-duty pay status;
- f. termination of temporary promotions;
- g. actions involving reduction in force procedures; or
- h. termination of re-employed annuitants.

SECTION 4. *Investigations.*

a. Prior to a proposal to formally discipline a bargaining unit employee, an investigation must be conducted by the management official concerned. Such investigation of an employee's actions or conduct will be fair, objective, and designed to ascertain all pertinent facts both for and against the employee and may or may not include a discussion with the employee concerned. However, the management official will sincerely consider interviewing the employee during the investigatory phase.

b. When an employee is questioned by one or more representatives of the agency during an investigation, that employee has the right to request a Union representative be present, if the employee believes answering the question or questions could result in his/her being disciplined. No further questioning will take place until the Union has been notified of the request and the Union has been given a reasonable amount of time to be present. NOTE: The right to representation in such investigatory questioning arises only when an employee specifically requests representation by the Union; this right is waived if no request is made. If the request is made, the interview may be canceled by the agency representative, who may proceed with the investigation using the information already obtained or available from other sources or he/she may continue the questioning when the Union representative is present.

c. When the request for representation is made, either participant in the meeting may be the one who officially notifies the Union of the request. If the employee chooses to be the one to notify the Union, he/she will be given a reasonable amount of time to contact the Union requesting representation.

d. The Employer shall annually inform bargaining unit employees of the right to representation, which is expressed in Section 4(b) of this Article in accordance with the requirement of 5 USC 7114(a)(3).

SECTION 5. *Counseling Sessions.* A counseling session is a private meeting between a supervisor and an employee. It is a non-disciplinary event initiated by a supervisor during which an individual employee may be advised or instructed concerning conduct or performance deficiencies or other matters of concern to the supervisor which relate to conduct or performance. Prior to its beginning, the employee will be informed that it is a counseling session and given the reason for the meeting.

SECTION 6. Disciplinary Procedures.

a. ***Oral and written admonishments.*** The oral admonishment is a face-to-face admonishment of an employee by a supervisor. It will be a private meeting and the employee will be informed specifically that he/she is receiving an oral admonishment. If the employee requests Union representation, a Union representative will be invited to attend the meeting. The employee shall be advised of the specific infraction of law, rule or regulation, or breach of conduct and allowed to explain or offer any comment. The supervisor will record the basic facts of the discussion, including the reason for the admonishment and any corrective steps necessary. The written admonishment is a memorandum to an employee describing the improper actions of the employee and the positive corrective steps the employee must take to preclude a recurrence. In the case of an oral or written admonishment, the employee may utilize the negotiated grievance procedure to refute the accuracy of the allegations and/or documentation at Step 1 of the negotiated grievance procedure.

b. ***Letters of Reprimand.*** No advance written notice of proposed disciplinary action is required. The proposing and deciding official for a reprimand is normally the employee's immediate supervisor. The employee may file an oral and/or written reply within 15 days from receipt of the reprimand. If the reprimand is sustained after consideration of the reply, it will be placed in the official personnel folder (OPF) along with the employee's response. If no reply is made within these time limits, the reprimand will be placed in the employee's OPF for a period not to exceed 2 years. Upon Union request, the reprimand may be reviewed for retention in the OPF no more often than once every six months during the two year period.

c. *Suspensions.* The notice of proposed action will be in writing and signed by the proposing official, normally the employee's immediate supervisor. The employee will be given 15 days to reply either orally and/or in writing after receipt of the proposal letter. The deciding official, normally the employee's second level supervisor, will issue a final decision within 10 days after receipt and consideration of the employee's reply. If no reply is made within the time limit, the deciding official will issue the final written decision.

d. *Reductions in Career Level and/or Pay.* The notice of proposed action will be in writing and signed by the proposing official, normally the employee's immediate supervisor, and received by the employee at least 30 days in advance of proposed effective date. The employee will have 15 days to respond orally and/or in writing after receipt of the proposal letter. The deciding official, normally the employee's second level supervisor, will issue the final decision within 10 days after receipt and consideration of the employee's reply. If no reply is made within the time limit, the deciding official will issue the final written decision.

e. *Removals.* The notice of proposed action will be in writing and signed by the proposing official, normally the employee's immediate supervisor, and received by the employee at least 30 days prior to the proposed effective date. The employee will have 15 days to make an oral and/or written reply after receipt of the proposal letter. The deciding official, normally the employee's second level supervisor, will issue the final decision within 10 days after receipt and consideration of the employee's reply. If no reply is made within these time limits, the deciding official will issue the final written decision.

f. *General Notice Requirements.* Where written notices of proposed action are required, they must contain the specific reason(s) for the action in sufficient detail for the employee to make a reply. It must include the employee's right to make an oral and/or written reply, the time limits to do so, and to whom the reply should be made; the employee's right to Union representation; and the employee's right to review all of the material relied upon to support the proposed action unless otherwise prohibited by law. The Employer will provide the employee with two copies of any proposed or final notice of disciplinary action so that the employee may provide his/her Union representative with a copy.

g. *Time to Reply.* The employee will be given an opportunity to make an oral and/or written reply within the time limits specified above and to furnish affidavits and other documentation in support of his/her reply. The employee may designate his/her representative to make the reply, on his/her behalf, to the deciding official. An employee who is otherwise in a paid duty status will be given an excused absence for a reasonable amount of time to review the material relied upon and to prepare any reply to a proposed suspension, reduction in career level or pay, or removal. The timing of the grant of excused absence shall, to the maximum extent possible (but consistent with operational needs), be scheduled at the employee's convenience.

h. *Final Decision Letter.* A final decision shall be issued after the employee has made his/her reply. If no reply is made, the decision shall be issued after the expiration of the designated reply period. The written decision will contain the final decision on the proposed action and the effective date of the action, if appropriate. It will include the employee's right to (1) file a grievance at Step 2 (in accordance with Article 5 of this agreement), the time limits to file such grievance, and to whom it must be filed, (2) appeal under the Federal Aviation Administration (FAA) Guaranteed Fair Treatment (GFT) Appeal Procedure, or (3) appeal to the Merit Systems Protection Board (MSPB), but the election is limited to only one of these appeal procedures

SECTION 7. *Records.* All records will be maintained in accordance with applicable law, rule and regulation (i.e., Privacy Act). When an employee is given advance notice, the supervisor who proposed the action will establish a disciplinary file. The file shall contain the advance notice or letter of reprimand, material relied on to support the action, any written reply from the employee and/or the written summary of an oral response, or relevant correspondence, and a copy of the final decision.

SECTION 8. *Extensions of Time.* All timeframes may be extended with mutual agreement of the Parties. Agreements shall be in writing.

ARTICLE 25

REDUCTION IN FORCE (RIF)

SECTION 1. The Parties agree that Reduction in Force (RIF) causes disruption and adversely affects the Employer and the employees involved. Therefore, RIF will be implemented only after other actions such as attrition and restricting recruitment have been considered.

SECTION 2. *Notification to Union.*

a. The Employer will notify the Union as early as possible of any anticipated reductions in force and will provide the following information as soon as it is available:

(1) The reason for the RIF;

(2) The numbers, types, and career levels of employees involved;

(3) The anticipated effective date of the action; and

(4) Other information requested by the Union when available unless otherwise prohibited by law.

b. The Union may request negotiations on the impact of the RIF on bargaining unit employees within twenty (20) days of notification.

SECTION 3. Reductions in force shall be administered in accordance with this Article and applicable law, rule and regulation.

SECTION 4. *Retention Registers.* The Union will be provided access to the retention registers applicable to bargaining unit employees simultaneously with the issuance of reduction-in-force notices to affected unit employees.

SECTION 5. *Specific RIF Notices.* The Employer shall provide a written notice to each employee to be displaced to a different position or separated in a reduction in force at least sixty (60) calendar days prior to the effective date. The notice shall state what action is being taken, the effective date of the action, and information pertaining to the employee's retention standing (e.g., the employee's service computation date, competitive area and competitive level, etc.). Information concerning the grievance rights and time limits on such rights will be contained in the notice. Amendments to a specific notice may be made without extending the original notice period.

SECTION 6. *Reduction of Impact During RIF.*

a. The Employer agrees to use existing vacancies to the maximum extent possible to place employees in continuing positions unaffected by the RIF.

b. The Employer shall request authority to offer voluntary early retirements to eligible employees, when appropriate.

c. Upon request, the Employer shall provide individual counseling to employees eligible for optional or discontinued service retirement in order to explain the benefits and/or penalties for such action.

SECTION 7. *Placement of Affected Employees.*

a. The Employer shall, to maximum extent possible waive qualification requirements for employee reassignments to vacant positions.

b. Employees placed in a position with different duties, because of waiver of qualifications, will receive job-related training formally or on-the-job as determined necessary by the Employer.

SECTION 8. *Access to Information.*

a. An employee affected by RIF shall be allowed to exercise the right to inspect RIF records and retention registers pertaining to the employee's individual action.

b. An employee who has received a specific notice of reduction in force may be assisted by a Union representative in reviewing the retention registers applicable to his or her situation and in obtaining other information from the Employer pertaining to the reduction in force.

c. The Union may designate a representative or alternates on an individual basis in individual cases as a principal representative for matters relating to a RIF. Such representative(s) shall be permitted a reasonable amount of official time to perform such representational functions.

SECTION 9. *Salary Retention.* Salary retention for affected employees will be allowed as provided by appropriate law, rule, or regulation.

SECTION 10. *Career Transition Assistance and Selection Priority*

a. The Employer will refer the employees separated by RIF to the State Employment Service to determine whether the employee may be eligible for training at Government expense. When resources permit, the Employer will assist affected employees with out-placement to other Federal agencies and Employers (i.e., private sector, etc.).

b. All employees who receive a RIF separation notice will be provided with career transition assistance and allowed a reasonable amount of duty time, up to 32 hours per pay period, to pursue transition activities. In addition, all employees who are likely to face displacement through reorganization/realignment to a different position will be allowed a reasonable amount of duty time, up to 16 hours per pay period, to pursue transition activities.

c. Career transition assistance, as defined by HRPMP EMP-1.22, consists of such services as career counseling, job information, networking, employee assistance program services, financial planning, etc. This assistance will be made available on a space-available basis for former FAA employees separated through RIF and to spouses of FAA employees requesting relocation to another geographic area.

d. A permanent employee who has received a reduction in force notice is eligible for selection priority in accordance with HRPM EMP-1.9. Such employees shall receive consideration for vacancies for which they apply and are determined well-qualified, and if among the well-qualified applicants, they shall be selected prior to a non-FAA candidate. Priority selection is limited to the employee's local commuting area (or substitute location chosen by the employee if he/she agrees to pay relocation expenses). It is understood that the acceptance of temporary employment will not modify an employee's right to be considered for permanent employment.

e. Entitlement to priority selection begins when the RIF notice is issued and continues for two years from the date of the separation or until acceptance or declination of a position at the same pay as that held prior to the RIF. The position may be with any other employer, Federal or non-Federal.

SECTION 11. *Grievances.* An employee may file a written grievance within fifteen (15) calendar days after the effective date of RIF action at Step 2 of the negotiated grievance procedure.

SECTION 12. *Information Update to Union.*

a. The Employer will update the Union, upon request, on the status of the reduction in force.

b. The Union will be provided, at the conclusion of the reduction in force, a list of all vacancies filled during the RIF. The list shall include the career level, position title, and the name of the bargaining unit employee who filled the vacancy.

ARTICLE 26

FURLOUGHS FOR THIRTY (30) DAYS OR LESS

SECTION 1. Furloughs of bargaining unit employees for thirty (30) days or less shall be administered in accordance with applicable law, rule, regulation, and this Article.

SECTION 2. The Employer agrees to notify the Union as early as possible before issuing notices of proposed furlough to bargaining unit employees. The Union will be informed of the reason for, the length of, the approximate effective date of the proposed furlough, and the number, types and career levels of employees affected; and which, if any, employees will be exempt from the furlough.

SECTION 3. Individual employees will be given a written notice of proposed furlough at least thirty (30) days before the proposed effective date.

a. The notice will state the specific reasons for the furlough, the right to review the material, which is the basis for the action; where the material can be reviewed; the right to make an oral and/or written reply; and the right to Union representation.

SECTION 4. Upon request, the employee will be given a reasonable amount of time, if otherwise in a paid duty status, to review the material provided by the Employer and prepare a reply. If Union representation is requested by the employee, the representative shall be allowed a reasonable amount of official time to assist the employee.

SECTION 5. The Employee shall be allowed fifteen (15) calendar days to answer the proposal orally and/or in writing. After receipt and consideration of the employee's timely reply, the deciding official will issue the final decision within ten (10) days. If no reply is made within these time limits, the deciding official will issue the final decision.

a. The notice of decision to furlough shall be in writing and issued prior to the effective date of the furlough. It shall inform the employee of the right to (1) grieve the action under the negotiated grievance procedure, (2) appeal under the Federal Aviation Administration (FAA) Guaranteed Fair Treatment (GFT) Appeal Procedure, or (3) appeal to the Merit Systems Protection Board (MSPB), but the election is limited to only one of these appeal procedures.

b. Such grievances shall be in writing and filed within fifteen (15) calendar days after the effective date of the furlough at Step 3 of the negotiated grievance procedure.

SECTION 6. If the Employer determines that fewer furlough days are necessary due to changed circumstances, the Employer shall notify the employee and the Union prior to the effective date of the change without amending the original notice or extending the effective date of the furlough. If furlough days are to be increased either an amended or new notice will be issued to the affected employees.

SECTION 7. The Employer agrees to permit the affected employees to schedule furlough days according to personal desire and arrangement, if such arrangements do not conflict with regulations or operating requirements. The procedure used shall be similar to that used in scheduling vacation leave pursuant to Article 12, Section 1 of this Agreement. Specifically, employees with the highest seniority based on service computation date (SCD) will be given first choice and priority consideration in scheduling furlough days when there is a disagreement between employees.

ARTICLE 27

COMPENSATION SYSTEM

SECTION 1. The compensation system for bargaining unit employees shall be the FAA Core Compensation Plan (Appendix A).

ARTICLE 28

PARTNERSHIP PRINCIPLES

SECTION 1. The Parties agree that it is in the best interests of both the employer and the Union to maintain a Labor-Management Partnership Council (Council) under the auspices of Executive Order 12871 (October 1, 1993). A Partnership Council Charter will be maintained by the Council. The interaction of the parties with respect to Council activities will be in accordance with the provisions of the Council Charter.

a. The intent of this undertaking is to enhance the labor-management relationship; however, it is in no way intended to replace the collective bargaining process.

b. It is understood that participation in this process is voluntary and that either Party may terminate participation at any time.

c. Representation on the Partnership Council shall be in accordance with the Council Charter.

SECTION 2. Participation in meetings necessary under this provision will be on official time if council members are otherwise in a duty status and will not count against the authorization of official time under Article 8, Section 12.

ARTICLE 29

EFFECTIVE DATE AND DURATION

SECTION 1. a. Pursuant to 5 USC 7114(c), the FAA Administrator shall approve or disapprove this Agreement within thirty (30) days from the date the Agreement is signed by the respective parties.

b. If the FAA or LIUNA Local 2097 membership does not approve or disapprove the Agreement within thirty (30) days, the Agreement shall take effect and shall be binding, subject to the provisions of 5 USC Chapter 71.

c. If the FAA or the LIUNA Local 2097 membership disapprove any provisions of the Agreement, the entire Agreement will be returned to the Parties for renegotiation of the disapproved portions and resubmitted for approval.

d. If the FAA and the LIUNA Local 2097 membership approve the entire Agreement within the thirty (30) day period, then the Agreement shall become effective upon approval.

e. The effective date shall be shown on both the cover and signature page of the printed Agreement.

SECTION 2. This Agreement shall remain in full force and effect for five (5) years from its effective date and automatically renew itself from year to year thereafter. However; either party may give written notice to the other party not more than one hundred and five (105) nor less than sixty (60) days prior to the fifth anniversary date and each year thereafter, of its intention to reopen and amend, modify, or terminate the Agreement. When such notice is given, the parties shall meet for the purpose of negotiating the amendments or modifications not later than thirty (30) days prior to the anniversary date. The conduct of such negotiations shall be determined at that time by a Memorandum of Understanding. If negotiations are not concluded prior to the expiration date, the Agreement will continue until agreement is reached or all issues are resolved.

Appendix A

Pay and Compensation Agreement

between

Laborer's International Union of
North America (LIUNA)
Local 2097

and

Aviation System Standards
Flight Inspection Maintenance Division
(AVN-300)

AVN-300/LIUNA Pay Plan

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*AVN-300/LIUNA Pay Plan: An Overview***Purpose**

This agreement summarizes key elements of the FAA Core Compensation Plan and contains specific information pertaining to its application to the pay and compensation of employees in the AVN-300/LIUNA bargaining unit.

Coverage

The AVN-300/LIUNA Pay Plan is applicable to all AVN-300 employees represented by the Laborer's International Union of North America (LIUNA).

Synopsis of Pay System Changes

- Current 15-grade pay schedule is replaced with 12 broad **Pay Bands**.
- Most of the **Job series** that are in place will continue to be used. A few series were consolidated into other broader series.
- Every job series is assigned to one of nine **Job Categories**.
- Career levels reflecting the standard job progression are defined for each job category. These **Career Level Definitions** replace classification guides.
- **Qualification standards** remain the same.
- Current annual general increase, within grade increases, and quality step increases are replaced by annual pay increases tied to organizational performance (i.e., **Organizational Success Increase**), and individual contributions (i.e., **Superior Contribution Increase**), instead of tenure or longevity.
- The **adjusted base salary (base pay plus locality pay)** of any employee may not exceed that of the Administrator.
- **Wage System employees** will continue to be covered under the pay and classification system applicable to all other Federal prevailing rate employees.
- A **new pay designator**, FV, has been established to identify employees who move to the new pay system.
- **Position descriptions** are replaced with Job Category Definitions and Career Level Definitions.

Each Job Series is assigned to a Job Category

Job Series are grouped together into Job Categories that reflect similarities in the nature and type of work to be completed. A complete list of the Job Series assignments to Job Categories is provided in Attachment 1. A few series are consolidated into other broader series. The following are examples:

| <i>Job Series Being Consolidated</i> | <i>New Job Series to which Employees Will Be Assigned</i> |
|---|--|
| 305 Mail & File 312 Clerk-Stenographer/Reporter 322 Clerk-Typist 326 Office Automation Clerical 394 Communications Clerical | 303 Miscellaneous Clerk & Assistant |
| 2001 General Supply 2010 Inventory Management 2130 Traffic Management | 346 Logistics Management |
| 560 Budget Analysis | 501 Financial Administration & Program |

Each Job Category has defined Career Levels

Job Category definitions are provided in Attachment 2. There are nine job categories. Within each category, there are defined career levels that reflect progressively increasing degrees of responsibility and complexity. Career Level Definitions for covered positions in the Specialized Job Category are provided in Attachment 3. The Career Level Definitions for all other positions are available from the internet web site: <http://www.faa.gov/corecomp/> or the servicing human resources office. The number of career levels in each job category is as follows:

- Student: 3 Levels
- Clerical Support: 3 Levels
- Admin Support: 3 Levels
- Technical Support: 3 Levels
- Paraprofessional: 3 Levels
- Professional: 5 Levels
- Technical: 5 Levels
- Engineering: 5 Levels
- Specialized – 802/856: 5 Levels

Each Career Level is assigned to a Pay Band

The current 15-grade pay schedule is being replaced with 12 broad pay bands. The bands have substantially wider pay opportunities, and the bands do not have steps. Each career level is assigned to a pay band. The job category and career level assignments to pay bands are provided at Attachment 4.

Current Grades are converted to Career Levels

At the time of implementation, each employee's position will be converted to a career level in one of the job categories. For example, a FG-343-12 program analyst will be assigned to Career Level 3 in the Professional Job Category. The assignment of grade levels to new career levels for each job category is summarized in Attachment 5.

Each Pay Band has a Maximum and Minimum

Pay bands offer wider ranges of pay than the current grade levels, and the bands do not have steps. Pay band minimums and maximums are reviewed annually, compared to the private sector, and adjusted if necessary. Pay bands do not include locality pay. Locality pay is added to base pay at government-wide rates. The 2000 Pay Bands are provided in Attachment 6.

Annual Pay Changes

Purpose

This section describes the processes for allocating annual base salary increases. The objectives are to align employee base pay increases with both organization success and individual contributions.

Organizational Success Increase (OSI)

The Organizational Success Increase (OSI) is an annual increase to base salary approved by the FAA Administrator based on agency performance. It is provided to all employees covered by the FAA Core Compensation Plan who meet minimum performance requirements (i.e., a performance rating of “Meets Expectations” or higher), except the following:

- 1) An employee with less than 90 calendar days of continuous service with the FAA immediately prior to the end of the performance year; or

Bargaining unit employees who meet minimum eligibility requirements, as defined above, will receive an OSI equivalent to the annual percentage approved by the FAA Administrator.

Superior Contribution Increases (SCI)

The Superior Contribution Increase (SCI) is an increase to base salary, provided to employees providing superior contributions to the organization. Some policy issues are still being finalized by the FAA Compensation Committee and at the LOB level. Pending the development of a structured process for identifying superior contributors, implementation of SCI's will be deferred.

Any changes to the SCI process will allow this section to be reopened for negotiations regarding such changes upon the request of either party.

Funding for OSI and SCI

The funds previously reserved for the General Increase, Within Grade Increases, and Quality Step Increases will be re-allocated to fund the OSI and the SCI, based upon achievement of critical FAA goals, private sector market changes, and the Federal employees' annual increase. The FAA Administrator will determine the allocation of funds between the OSI and SCI based on recommendations from the FAA Compensation Committee.

Employees Paid at the Pay Band Maximum

Generally, employees paid at or above the maximum of their Pay Band are eligible to receive a lump sum payment for both the OSI and the SCI, if awarded. Lump sum payments will be calculated using the employee's basic rate of pay (even if over the Pay Band maximum) versus the Pay Band maximum. Employees whose base pay exceeds the maximum of their Pay Band at the time of implementation will be "grandfathered" and therefore eligible for base pay increases for both the OSI and the SCI, if awarded.

Within Grade Increase Buyout

Within Grade Increases are no longer provided under the new pay plan. At the time of implementation, employees' future Within Grade Increases will be "bought out" on a pro-rated basis to reflect the length of time served toward the next WIG. A description of the methodology for calculating WIG buyouts is provided in Attachment 7.

Salary Definitions

Base Salary (also Base Pay Rate or Basic Pay). The annual rate of pay to be paid to an employee, not including locality pay or any premium pay.

Adjusted Base Salary (also Adjusted Base Pay). The annual rate of pay including locality pay, not including any premium pay.

Total Salary or (also Total Pay). An employee's adjusted base pay, plus premium pay and applicable premium pay or other allowances.

Pay Setting for New Hires

Purpose

This section establishes guidelines for determining base salaries for employees newly hired into the FAA. This policy applies to newly hired or rehired permanent and temporary employees.

Policy

The starting salary for a newly hired or rehired employee must be within the pay band assigned to the vacant position. Managers, working collaboratively with the servicing human resource management office, may set starting pay anywhere within the lowest 1/3 of the applicable Pay Band. Higher level approval (delegation undecided at this point) will be required for all offers above the lowest 1/3 of the applicable Pay Band.

Process

The process for determining an appropriate base salary involves the following steps.

| | | | | | | |
|---|---|---|---|--|---|---|
| Manager Collects Background Information | → | Manager Completes Decision Tool and Prepares Initial Recommendation | → | Human Resources and Manager Review Decision Tool | → | Manager Determines Hiring Salary in Consultation with Human Resources |
|---|---|---|---|--|---|---|

Criteria

The decision tool outlined in Attachment 8 will be used as a guideline to help ensure consistency in the decision-making process. Common criteria such as the following will be considered:

- Criticality of Skills
- Degree of Difficulty to Fill Position
- Degree of Directly Related Work Experience vs. Peers
- Skills vs. Job Requirements
- Breadth of Skills vs. Peers
- Current Pay Level Within Pay Band
- Other Salary Offers Compared to Pay Band

Highest Previous Rate

Highest Previous Rate provisions may be extended for rehires and for employees being hired from or previously employed by other Federal agencies to support FAA's goal of attracting well-qualified candidates.

Hire and Rehire Definitions

New Hire. An individual not currently employed by the FAA. This includes individuals hired from the private sector and individuals hired from other Federal Government agencies.

Rehire. An individual not currently employed by the FAA, but was previously an employee of the FAA.

Pay Setting for Position Changes

Purpose

This section describes the authorities and policies for setting employees' pay upon promotion, reassignment, or demotion, and competition requirements.

Promotion

A promotion is defined as the movement of an employee to a new position in a pay band higher than the employee's current pay band. Upon permanent or temporary promotion to a position with a higher pay band assignment, an employee's base pay will increase by 8 percent, or to the minimum of the new pay band, whichever is greater.

Termination of Temporary Promotion

At the conclusion of a temporary promotion, regardless of its duration, an employee's base pay is recalculated as if the temporary promotion had not occurred.

Re-Promotion

In setting the pay of employees who are re-promoted to a pay band previously held, managers will review all circumstances surrounding the re-promotion and set salary within a range of pay that extends from the minimum of the new pay band up to the employee's highest previous government rate, etc. Managers must ensure that employees selected for re-promotion are advised of the pay determination prior to their assignment to the new position.

Reassignment

A reassignment is defined as a permanent move to another position within the same pay band. A reassignment may include a change in title and/or job series (e.g., change in series from 318 to series 335) or a change from one organization to another, within or across LOBs/Staff Offices. The base pay of an employee will not change when reassigned from one position to another. However, the employee's adjusted pay will change if the move is to a position with a different locality rate.

Demotion

A demotion is defined as a change in job assignment that results in assignment to a lower pay band. A demotion may include a change to a new job series that is assigned to a lower pay band or a reduction in an employee's current level assignment (within the same series). Base salary treatment in the event of a demotion depends on the circumstances surrounding the pay band change.

- Involuntary Demotion, No fault of Employee: Employee's rate of pay will not change if it can be matched within the new pay band. If rate of pay exceeds the top of the new pay band, pay retention will be allowed and employee will receive any OSI/SCI in lump sum.

- Involuntary Demotion for Performance or Conduct Reasons: Employee's rate of pay will be set at a percentage above minimum of the lower pay band comparable to that received in pay band held immediately prior to demotion.
- Voluntary Demotion at Employee's Request: Employee's rate of pay may remain the same if it falls within the new pay band or it may be reduced to a level anywhere within the new pay band depending upon the circumstances involved.

Competition Requirements

Positions do not have a "target level." An employee may progress through the career levels (i.e., from lowest to highest pay level) based on the business need to have higher level duties performed and the employee's competencies, skills, knowledge, and abilities.

For non-managerial positions, competition is required to move to a new position that is in a different Job Category with higher pay potential. Competition is not required to move to a new non-managerial position that is in the same Job Category or to one that is in a different Job Category that has the same or lower pay potential.

For managerial positions, competition is required for an employee's initial move to a management position, or to move to a new managerial position that is in a different Job Category with higher pay potential. Competition is not required to move to a new managerial position that is in the same Job Category or to one that is in a different Job Category that has the same or lower pay potential.

Definition of Competition

Competition means that a vacancy announcement or automatic consideration process conducted by the servicing human resource management office is used to identify candidates eligible for selection.

Pay for Other Work Situations**Locality Pay**

Employees will continue to receive locality pay adjustments recommended by the Office of Personnel Management (OPM) and approved by the President.

Overtime

Overtime practices and requirements are based on an employee's position designation as exempt or non-exempt under the Fair Labor Standards Act (FLSA). All computations for FLSA overtime and true overtime are unchanged. Employees not eligible for FLSA or true overtime will continue to receive overtime at a rate not to exceed the Government-wide standard (i.e., 150% of the hourly rate of basic pay, capped at 150% of the applicable rate for GS-10, step 1).

Other Premium Pay

All other premium pays that are currently applicable to AVN employees will continue (e.g., shift, Sunday and holiday differentials; Cost of Living Allowance (COLA); etc.).

Job Documentation Process

Purpose

This section describes the policies and authorities for making job documentation decisions.

Authority

Supervisors and managers will use the FAA Core Compensation System's job documentation system to assign job category, series, title, and career level to positions in their organization.

Series Determination

Series determinations govern the job category placement of the position. Series definitions for all positions are available from the internet web site: <http://www.faa.gov/corecomp/> or from the servicing human resources office.

For most jobs, the correct series reflects the primary nature of the work of the position, the highest level of work performed, and the paramount qualifications required. However, series determinations can be complex when jobs consist of mixed work covered by two or more different series. In these cases, the series selected will reflect one or more of the following:

- The most important kind of subject-matter knowledge or experience needed to do the work;
- The primary purpose for which the position has been established;
- The function of the organization in which the position is located;
- The normal line of promotion for the position or similar position in the organization; and
- The occupation that provides the best source of recruitment.

Title Determination

Official titles for each series are listed in the Series and Title Summary.

Career Level Determination

Career level definitions for jobs in the Specialized Job Category (802 and 856) are available at Attachment 3. Career level definitions for all other positions are available from the internet web site: <http://www.faa.gov/corecomp/> or from the servicing human resources office;

Career levels will be assigned as follows:

- Identify work to be assigned to the position and knowledge, skills, and abilities required.
- Select the correct job series and identify job category to which the series has been assigned.
- Review the career definitions applicable to the job category and select the career level definition that as a whole corresponds most closely to the work assigned and the qualifications required. Level definitions must be applied on a "whole job" basis only. Formulas should not be developed nor should weights be assigned to various parts of the definitions.

- Some positions might perform work typical of more than one job category or career level. In most instances, the highest career level that characterizes work performed for a majority of an employee's time will be selected. However, work occupying less than the majority of an employee's time may be selected if the work: 1) Is officially assigned to the position regularly and continuously; 2) Is significant and substantial part of the overall position; and 3) The higher level knowledge and skills would be required to recruit for the position if it became vacant.

Qualifications Standards

Applicants must satisfy the OPM qualification requirements for the lowest corresponding FG grade level in the pay band conversion chart in Attachment 4. Specialized experience determinations will be made similarly.

Descriptions of Work

Career level definitions replace position descriptions. Managers will develop specific job documentation in the form of task lists or performance standards to facilitate recruitment for vacant positions or to communicate expectations to employees.

Cover Sheets

Positions will be established and documented by a properly completed cover sheet, i.e., an Optional Form 8. The form will be signed by the official(s) authorized to establish the position and make series and career level determinations.

Job Series Assignments to Job Categories

| | |
|------------------------|---|
| Student | 199 Social Science Co-op Student 299 Personnel Mgmt Student Trainee 399 Admin/Office Support Student Trainee 899 Engineering Student Trainee 999 Legal Student Trainee 1599 Mathematics/Stats Student Trainee 1899 Investigation Student Trainee 2199 Transportation Student Trainee |
| Clerical Support | 303 Miscellaneous Clerk & Assistant 304 Information Receptionist |
| Administrative Support | 086 Security Clerical & Assistance 203 Personnel Clerical & Assistance 313 Work Unit Supervisor 318 Secretary 335 Computer Clerk & Assistant 344 Management/Program Clerical/Asst 351 Printing Clerk 361 Equal Opportunity Assistance 503 Financial Clerical & Assistance 525 Accounting Technician 544 Civilian Pay 675 Medical Records Technician 986 Legal Clerical & Assistance 1087 Editorial Assistance 1105 Purchasing 1106 Procurement Clerical & Technician 1107 Property Disposal Clerical/Tech 1411 Library Technician 1702 Education & Training 1802 Compliance Inspection & Support 2005 Supply Clerical & Technician 2102 Transportation Clerk & Assistant |
| Technical Support | 019 Safety Technician 102 Social Science Aid & Technician 181 Psychology Aid & Technician 332 Computer Operation 404 Biological Science Technician 640 Health Aid & Technician 645 Medical Technician 818 Engineering Drafting 1341 Meteorological Technician 1371 Cartographic Technician |

| | |
|------------------|--|
| Paraprofessional | 950 Paralegal Specialist 963 Legal Instruments Examining 1060 Photography 1071 Audiovisual Production 1152 Production Control 1412 Technical Information Services 2032 Packaging 2050 Supply Cataloging 2131 Freight Rate 2151 Dispatching |
| Professional | 018 Safety & Occupational Health Mgmt 020 Community Planning 028 Environmental Protection Specialist 080 Security Administration 110 Economist 170 History 201 Personnel Management 260 Equal Employment Opportunity 301 Miscellaneous Administration/Prgm 340 Program Management 341 Administrative Officer 343 Management & Program Analysis 346 Logistics Management 501 Financial Administration & Program 510 Accounting 690 Industrial Hygiene 809 Construction Control 1035 Public Affairs 1082 Writing & Editing 1083 Technical Writing & Editing 1101 General Business & Industry 1102 Contracting 1130 Public Utilities Specialist 1140 Trade Specialist 1150 Industrial Specialist 1170 Realty 1410 Librarian 1601 General Facilities and Equipment 1654 Printing Management 1701 General Education & Training 1712 Training Instruction 1720 Education Program 1750 Instructional Systems 1910 Quality Assurance 2110 Transportation Industry Analysis |

| | |
|-------------|--|
| Technical | 101 Social Sciences 132 Intelligence 180 Psychology 334 Computer Specialist 391 Telecommunications 401 General Biological Science 413 Physiology 601 General Health Science 808 Architecture 1301 General Physical Science 1306 Health Physics 1310 Physics 1320 Chemistry 1340 Meteorology 1361 Navigational Information 1370 Cartography 1515 Operations Research 1520 Mathematics 1530 Statistician 1550 Computer Science 1670 Equipment Specialist 1801 Gen Insp/Investigation/Compliance 1810 General Investigating 1811 Criminal Investigating 1815 Air Safety Investigating 1825 Aviation Safety 2186 Aviation System |
| Engineering | 801 Engineer 803 Safety Engineer 806 Materials Engineer 810 Civil Engineer 819 Environmental Engineer 830 Mechanical Engineer 850 Electrical Engineer 854 Computer Engineer 855 Electronics Engineer 858 Biomedical Engineer 861 Aerospace Engineer 893 Chemical Engineer 896 Industrial Engineer |
| Specialized | 602 Medical Officer 603 Physician's Assistant 610 Nurse 644 Medical Technologist 662 Optometrist 802 Engineering Technician 856 Electronics Technician 905 Attorney 2101 Transportation Specialist 2152 Air Traffic Control 2154 Air Traffic Assistant 2181 Aircraft Operations |

| Job Category | Definitions |
|------------------------|--|
| Student | Positions that involve the performance of work by students. Work may either be unskilled and performed under close supervision or may be skilled and in support of an occupation related to the student's field of study. This category does not include students who are placed in positions classified in other categories. For example, an engineering student engaged in a work-study program may qualify for and be placed in a position classified in the engineering category. |
| Clerical Support | Positions that involve the performance of clerical tasks that are routine in nature. This includes, but is not limited to, photocopying, compiling records, filing, gathering data, typing, and answering phones. The work generally follows standard procedures and requires a growing understanding of organization policies and procedures. |
| Administrative Support | Positions that involve the performance of administrative tasks that require an increased level of specialized knowledge in an area of responsibility. This includes, but is not limited to compiling, tracking, and analyzing data, providing advanced word processing assistance, scheduling meetings, preparing correspondence, providing written or oral explanation of organizational policies, and maintaining records. Work supports a particular field such as accounting, finance, or human resource management. The work typically follows general procedures and varies in the complexity of duties. |
| Technical Support | Positions that involve the performance of technical tasks (in support of an engineering, technical, or specialized occupation) that require a specialized body of knowledge. This includes, but is not limited to: preparing technical drawings, completing experiments and/or data analysis, prepares explanation or instructions regarding technical procedure and policies. Work supports a technical engineering or specialized occupation such as engineering, clinical medicine, safety, environment, or meteorology. |
| Paraprofessional | Positions that involve the performance of duties in an area requiring a specialized skill or trade. This includes, but is not limited to, photography, graphic design, mechanical drafting, and paralegal. Applies skills in area of specialization and develops advanced skills in procedures, techniques, tools and/or equipment. |

| | |
|--------------|--|
| Professional | Positions that involve the performance of professional responsibilities in a non-technical, non-engineering function. This includes, but is not limited to, human resource management, finance, acquisition, accounting, budgeting, building management, economics, community planning, and purchasing. Typically uses and applies principles, theories, and concepts and has working knowledge of other related disciplines. |
| Technical | Positions that involve the performance of professional responsibilities in a technical function. This includes, but is not limited to, information systems, aviation security, biology, architecture, and physical science. Typically uses and applies principles, theories, and concepts and has working knowledge of other related disciplines. |
| Engineering | Positions that involve the performance of professional responsibilities in an engineering function. This includes, but is not limited to, civil, electrical, mechanical, aerospace, environmental, and industrial. Typically uses and applies principles, theories, and concepts in area of specialization and has working knowledge of other related disciplines. |
| Specialized | Positions that involve the performance of professional responsibilities in a specialized function that cannot be appropriately assigned to another category. This includes, but is not limited to, legal, air traffic control, and medicine. Typically uses and applies principles, theories, and concepts and has working knowledge of related disciplines. (AVN positions identified as specialized include pilots, electronics technicians, and aerospace engineering technicians.) |

Career Level Definitions
Engineering/Electronics Technicians, 802/856

Level 1

Performs basic, progressively more difficult assignments. Receives academic and on-the-job instruction in the fundamentals of the appropriate discipline. Acquires and applies basic technical knowledge and limited experience to accomplish assignments. Receives instruction in engineering, mechanical, electrical, or electronics fundamentals, Federal Aviation Regulations, and shop practices.

Assists other employees during early developmental stages. As training progresses and experience is gained, independently completes assignments of limited difficulty. During early developmental stages, contacts are primarily internal to the immediate work unit. As training progresses, contacts are expanded to include representatives of external organizations. In both cases, contacts are made to share information, provide data, and discuss the status of assignments.

Regularly refers problems and questions to a supervisor, team leader, or more experienced technician. Works with increasing independence as development progresses. Supervisors, team leaders, or more experienced technicians define objectives, resources, and deadlines. Established manuals, procedures, and publications provide detailed guidance for almost all assignments. Supervisors, team leaders, or more experienced technicians furnish instructions for completing detailed assignments. Work is reviewed carefully and frequently while in progress and at completion for quality and timeliness.

Level 2

Performs a mix of routine and varying assignments associated with analyzing, installing, repairing, fabricating, or troubleshooting electronic, electrical, and mechanical systems and components. May provide on-the-job training to developmental technicians. Applies experience and detailed technical knowledge of the applicable discipline at the full performance level as well as applicable procedures and policies.

Work contributes to the activities of the organizational unit and supports activities that are critical to the safe and continual operation of the NAS, FAA aircraft, and/or FAA academic programs. Contacts are both internal and external. Contacts are made to share information, provide data, furnish technical guidance, and discuss the status of assignments.

Performs routine assignments independently, receiving little or no technical guidance. Supervisor furnishes general instructions on the scope of work, time limitations, and priorities.

Technical manuals, manufacturers' instructions, FAA procedures, and other publications provide guidance for most assignments. Some judgment is required in selecting the most appropriate approach. Supervisors, team leaders, or more experienced technicians are available to provide guidance. Independently performs routine assignments. Work is reviewed **to the extent** consistent with the complexity of the assignment.

Level 3

Serves as an independent contributor, a contributing specialist on large work activities, or as a team leader for single or small work activities. May provide formal instruction to other technicians. Performs highly specialized technical work associated with analyzing, designing, developing, installing, repairing, fabricating, maintaining, modifying, or evaluating the most complex systems for which the FAA is responsible. Applies broad experience and advanced technical knowledge of assigned disciplines and specialties. Understands how assigned systems, components, and disciplines are integrated with other systems, components, and disciplines.

Work is vital to the success of activities and projects that are critical to the safe and continual operation of the NAS, FAA aircraft, and/or FAA academic programs. Contacts are both internal and external. Is often considered a key technical point of contact for assigned systems, programs, and projects. Contacts are made to furnish technical guidance and advice, instruct other employees, share information, provide data, discuss the status of assignments, and coordinate the activities of contractors.

Receives general work assignments from a supervisor. Uses own judgment, experience, and knowledge to solve problems and complete assignments. Identifies resources needed to perform assignments. Plans and organizes work to accomplish organizational objectives. Allocates resources to accomplish limited work activities within established schedules. Technical manuals, manufacturers' instructions, FAA policies and procedures, and other publications provide guidance for some assignments. In many cases, guidance is inadequate or incomplete, requiring the technician to develop solutions based on knowledge of the discipline and past experience. May develop guidelines for the use of other technicians. Independently performs assignments. Completed work is reviewed **to the extent** consistent with the complexity of the assignment.

Level 4

Serves as a principal technical specialist, a project manager, team leader, or instructor. Performs work of broad scope and complexity. Provides the highest organizational level of technical support associated with analyzing, designing, developing, installing, repairing, fabricating, maintaining, modifying, and evaluating the most complex systems for which the FAA is responsible. Applies broad experience and comprehensive technical knowledge of assigned disciplines and specialties, an understanding of new technologies and methods, and FAA policies and programs.

Is considered a technical expert within the organization for the assigned system or specialty area. Work directly supports the objectives of the organization and the safe and continual operation of the NAS, FAA aircraft, and/or FAA academic programs. Contacts are both internal and external. Often represents the organization as a primary technical point of contact on projects, programs, and other work activities to coordinate and implement plans or to obtain information and resolve problems. Coordinates with other organizations and agencies concerned with FAA activities. Often oversees the activities of contractors.

Receives general program assignments from a supervisor or higher level manager. Assignments are stated in terms of priorities, overall objectives, and boundaries. Completed assignments are considered technically authoritative and are reviewed only for general compliance with organizational objectives. Identifies resources needed to perform assignments. Organizes and assigns resources needed to accomplish large work activities within established schedules.

Provides guidance to other technicians and trainees regarding difficult technical or operational issues. Independently resolves all but the most unique technical problems. Interprets and adapts technical manuals, manufacturers' instructions, FAA policies and procedures, and other publications. Work is reviewed for compliance with established policy and sound technical and programmatic judgment.

Level 5

Serves as a technical expert to develop new or innovative concepts and approaches to systems, programs, and policies or serves as a senior project manager or team leader for large, challenging work activities. Performs work requiring agency-wide leadership for highly complex and challenging technical activities associating with analyzing, designing, modifying, developing, installing, repairing, fabricating, maintaining, or

evaluating the most complex systems for which the FAA is responsible. Applies experience and expert technical knowledge of assigned disciplines to develop new concepts, systems, or innovative approaches and to identify and resolve complex issues that often cross organizational boundaries.

Is considered a technical expert within the FAA for an assigned system or specialty area. Work directly supports the objectives of the agency and the safe and continual operation of the NAS. Contacts are both internal and external. Formulates and recommends organizational positions on major agency activities to senior managers. Represents the FAA as a senior technical authority for major projects and programs.

Works independently. Has broad discretion to ensure alignment with organizational objectives and policies. Develops innovative approaches to attain organizational objectives and optimize the use of resources. Identifies and justifies the resources needed to accomplish large work activities. Provides expert guidance and instruction to address diverse, complex issues which often cross multiple projects, programs, or functional areas. Develops plans, techniques, and policies to address current or anticipated problems and issues. Work is typically reviewed for success in achieving desired results.

Career Level Assignments to Pay Bands

| Job Category | Pay Band | | | | | | | | | | |
|--------------------------|----------|---------|---------|---------|---------|---------|---------|---------|------------|---------|---|
| | B | C | D | E | F | G | H | I | J | K | L |
| Student | Level 1 | Level 2 | Level 3 | | | | | | | | |
| Clerical Support | | Level 1 | Level 2 | Level 3 | | | | | | | |
| Admin Support | | | Level 1 | Level 2 | Level 3 | | | | | | |
| Technical Support | | | | Level 1 | Level 2 | Level 3 | | | | | |
| Para professional | | | | | Level 1 | Level 2 | Level 3 | | | | |
| Professional | | | | | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | | |
| Technical | | | | | | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | |
| Engineering | | | | | | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | |
| Specialized – 802/856 | | | | | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | | |

Conversion of Grades to Career Levels

| Job Category | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
|--------------------------|----------------|----------------|----------------|----------------|----------------|
| Student | FG 1/2 | FG 3/4 | FG 5-9 | | |
| Clerical Support | FG 1-4 | FG 5/6 | FG 7/8 | | |
| Admin Support | FG 3-6 | FG 7/8 | FG 9/10 | | |
| Technical Support | FG 5/6 | FG 7/8 | FG 9-11 | | |
| Paraprofessional | FG 7-9 | FG 10/11 | FG 12/13 | | |
| Professional | FG 5-9 | FG 11 | FG 12 | FG 13 | FG 14/15 |
| Technical | FG 5-9 | FG 11/12 | FG 13 | FG 14 | FG 15 |
| Engineering | FG 5-9 | FG 11/12 | FG 13 | FG 14 | FG 15 |
| Specialized - 802/856 | FG 5-9 | FG 11 | FG 12 | FG 13 | FG 14 |

Pay Bands

The pay bands for base salaries are listed below. The bands do not reflect locality pay. Locality pay is computed separately, as a percent of base pay.

2000 Base Salary Pay Bands

| Pay Band | Minimum | Midpoint | Maximum |
|-----------------|----------------|-----------------|----------------|
| A | \$ 14,800 | \$ 18,100 | \$ 21,500 |
| B | \$ 17,000 | \$ 20,800 | \$ 24,700 |
| C | \$ 19,100 | \$ 23,900 | \$ 28,700 |
| D | \$ 22,000 | \$ 27,500 | \$ 33,000 |
| E | \$ 25,300 | \$ 31,600 | \$ 38,000 |
| F | \$ 29,000 | \$ 36,300 | \$ 43,500 |
| G | \$ 33,900 | \$ 43,200 | \$ 52,500 |
| H | \$ 41,300 | \$ 52,700 | \$ 64,000 |
| I | \$ 50,400 | \$ 64,300 | \$ 78,100 |
| J | \$ 61,500 | \$ 78,400 | \$ 95,300 |
| K | \$ 73,500 | \$ 93,700 | \$113,900 |
| L | \$ 87,800 | \$112,000 | \$136,100 |

WIG Buyout Calculations

Within Grade Increases are no longer provided under the new pay system. At the time of implementation in AVN organizations, employees' future WIGs will be "bought out" on a pro-rated basis to reflect the length of time served toward the next WIG. Pro-rated Within Grade Increases are calculated as follows.

| Percent of WIG Earned | | Normal WIG Amount | | WIG Buyout |
|-------------------------------|---|--|---|------------------------|
| # Days Since Last WIG | X | Planned WIG Increase (Excluding Locality Pay) | = | Pro-rated WIG Increase |
| # Days Between Scheduled WIGs | | | | |

Example:

An employee is currently an FG 12, Step 5. The date of the last actual WIG was September 1, 1996. The scheduled date of the next WIG is September 1, 1998. The amount of the next WIG increase is \$1463 (excluding Locality Pay). The employee is converted to the FV pay system on March 29, 1998. Statistics necessary for calculating the WIG, at the time of conversion (March 29, 1998) are as follows:

Number of Days Since Last WIG = 574 (approx. 20 months)
 Number of Days Between Scheduled WIGs = 728 (24 months)
 Planned WIG Increase = \$1463

The employee's pro-rated WIG at date of conversion would be calculated as follows:

| Percent of WIG Earned | | Normal WIG Amount | | WIG Buyout |
|-----------------------|---|-------------------|---|------------|
| 574 Days 728 Days | X | \$1463 | = | \$1154 |

New Hire Salary Decision Tool

| | |
|--|---|
| Criteria | \$_____ \$_____ \$_____ Minimum Mid-point Maximum |
| Criticality of Skills | _____ Low High |
| Degree of Difficulty to Fill Opening | _____ Low High |
| Degree of Directly Related Work Experience vs. Peers | _____ Low High |
| Skills vs. Job Requirements | _____ Low High |
| Breadth of Skills vs. Peers | _____ Low High |
| Current Pay Level Within Pay Band | _____ Low High |
| Other Salary Offers Compared to Pay Band | _____ Low High |

Recommended Base Salary

\$_____

Recommended Adjusted Salary (i.e. base with locality pay)

\$_____

Appendix B

Travel Compensation Worksheet

and

Associated Instructions and Guidelines

AVN-300/LIUNA Travel Worksheet

| | |
|--|------|
| Table of Contents | Page |
| Travel Compensation Worksheet | B-1 |
| Travel Worksheet Instructions and Guidelines | B-2 |

Travel Compensation Worksheet

| Name: | Travel Authorization Number: | | | |
|---|--|---------------|--------------|---|
| Departure Date: | Scheduled Tour of Duty on departure date: | | | |
| Return Date: | Scheduled Tour of Duty on return date: | | | |
| Departure Data | Estimated Eligible Hours/Min (Note 2) | Start Time | Stop Time | Actual Eligible Hours/Min (Note 2) |
| 1. Calculate departure travel hours outside of scheduled tour of duty. | | | | |
| a) <i>If Commercial Carrier is deemed most advantageous mode of transportation:</i> Eligible travel time begins one hour prior to commercial carrier scheduled departure time and ends at actual arrival time at final TDY destination. | | | | |
| b) <i>If POV travel to final TDY destination is deemed most advantageous mode of transportation:</i> Eligible travel time is actual elapsed time. | | | | |
| c) If the above conditions do not apply, go to Line 3. | | | | |
| 2. Type of compensation preferred (Traveler perform both calculations and place a check mark in the preferred box below): | | | | |
| a) <input type="checkbox"/> Overtime – Line 1 results divided by 3 (Note 4) | | | | |
| b) <input type="checkbox"/> Comp time – Line 1 results divided by 2 (Note 4) | | | | |
| Return Data | | | | |
| 3. Calculate return travel hours outside of scheduled tour of duty. | | | | |
| a) <i>If Commercial Carrier is deemed most advantageous mode of transportation:</i> Eligible travel time begins at actual commercial carrier departure time and ends one hour after actual arrival time at official duty station. | | | | |
| b) <i>If POV travel to official duty station or residence is deemed most advantageous mode of transportation:</i> Eligible travel time is actual elapsed time. | | | | |
| c) Stop here if the above conditions do not apply. | | | | |
| 4. Type of compensation preferred (Traveler perform both calculations and place a check mark in the preferred box below): | | | | |
| a) <input type="checkbox"/> Overtime – Line 3 results divided by 3 (Note 4) | | | | |
| b) <input type="checkbox"/> Comp time – Line 3 results divided by 2 (Note 4) | | | | |
| Comments: _____ | | | | |
| _____ | | | | |
| _____ | | | | |

Notes:

1. This Travel Compensation Worksheet will be used by employees and supervisors to aid them in calculating compensation due.
 - (a) Adjusted compensatory time/overtime hours will be entered on the Time & Attendance Log.
 - (b) The Travel Compensation Worksheet will be signed by the traveler, approved by the supervisor in advance, and attached to the T&A log upon completion of the TDY assignment.
2. Travel hours outside of scheduled tour of duty are calculated using the total elapsed time in this status. Elapsed travel time during the scheduled tour of duty is subtracted from total elapsed travel time to perform the calculation. The central time zone will be used for calculation purposes.
3. The maximum number of eligible hours in a travel status attributed to delays **beyond the control of the traveler** is capped at 6 hours per itinerary (i.e. round-trip travel agenda).
4. For ease in computing compensable travel time, convert hours to minutes, then divide according to the instructions on the appropriate line. Convert the results back to hours/minutes and record the adjusted times/amount in the appropriate column.
5. Compensatory time/Overtime will be recorded to the nearest minute. In performing mathematical calculations to determine compensable time, fractional results of .5 or greater shall be rounded up to the next minute.
6. "Commercial Carrier" means all forms of transportation except POV.
7. Final TDY destination point is lodging facility or duty location.
8. When multiple destination points are involved in an itinerary, multiple worksheets may be required.
9. When a traveler extends a travel itinerary for personal reasons, the traveler will not be compensated for the additional time.
10. For planning purposes, an employee cannot be directed by management to return to their origination point if the commercial carrier's scheduled arrival time is later than 11:00 P.M. However, an employee may volunteer to return past the 11:00 P.M. timeframe and be compensated.
11. Shift adjustments may be utilized, as appropriate, to maximize cost savings for travel purposes.
12. The method of payment for compensable travel time (e.g. compensatory time or overtime) is a management decision.
13. FAA Travel Policy will be used to determine the most advantageous mode of travel. The planned itinerary for this travel mode provides the baseline for cost comparison and compensation purposes. Travel compensation is not a factor in determining the most advantageous mode of travel.
14. The traveler should follow existing organizational procedures for requesting and recording overtime and/or comp time.

Traveler's Signature


Date


Supervisor's Signature


Date

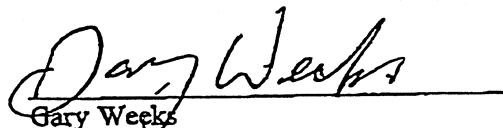
SIGNATURE PAGE

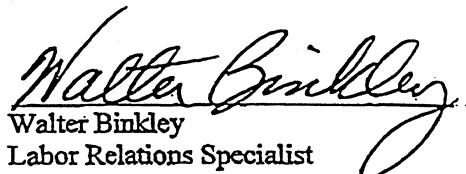
Negotiating Teams



Joey Dean
President, LIUNA Local 2097

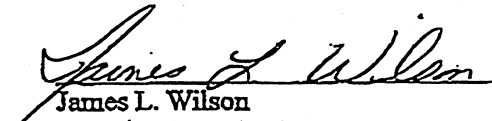

Lynn Mallory
Vice President, LIUNA Local 2097

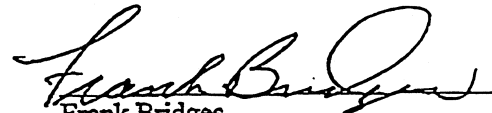

Michael W. Low
Chief Steward, LIUNA Local 2097


Gary Weeks
Business Manager, LIUNA Local 2097



Walter Binkley
Labor Relations Specialist

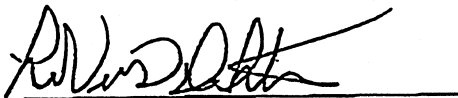

Thomas D. Pickle
Assistant Manager Flight Inspection
Maintenance Division


James L. Wilson
Manager, Line Station
Maintenance Branch


Frank Bridges
Manager, Base Maintenance Branch


Signatories


Joey Dean
President, LIUNA Local 2097


LuVern D. Dokter
Manager, Flight Inspection
Maintenance Division, AVN-300

8-11-00
Date

8-11-00
Date

This contract approved  9-1-00
Director of Labor and Employee Relations